

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

London Historic Parks and Gardens Trust

Company No: 02935176



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Company No: 02935176

1. Schedules

MEMORANDUM OF ASSOCIATION

1.1 The provisions set out in Schedule 1 to these Articles, which formerly were part of the Trust's Memorandum of Association, shall apply as provisions to these Articles.

DEFINED TERMS

1.2 The interpretation of these Articles is governed by the provisions set out in Schedule 2 at the end of the Articles.

OBJECTS AND POWERS

2. Objects and Powers

2.1 The objects and powers of the Trust are as set out in the Memorandum of Association at Schedule 1 at the end of the Articles.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

3. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Trust's business, for which purpose they may exercise all the powers of the Trust.

4. Chair, Deputy Chair and Other Officers

4.1 The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

4.2 The Trustees may appoint one of their number to be the Deputy Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

4.3 They Trustees may appoint any of their number to such other officer roles as they determine, including but not limited to the role of treasurer, with the term of office and duties of such roles to be determined by the Trustees from time to time. Any Trustees so appointed may be removed from such officer role at any time by a decision of the Trustees.

5. Trustees may delegate

5.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee or group.

5.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Trust to any person, committee or group.

5.3 Any delegation by the Trustees may be:

5.3.1 by such means;

5.3.2 to such an extent;

5.3.3 in relation to such matters or territories; and

5.3.4 on such terms and conditions;

as they think fit.

5.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person, committee or group to whom they are delegated.

5.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

5.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Trust for such purposes and on such conditions as they determine.

6. Committees

6.1 In the case of delegation to committees and groups:

6.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee or group (although the resolution may allow the committee or group to make co-options up to a specified number);

6.1.2 the composition of any committee or group shall be entirely in the discretion of the Trustees, except that each committee or group must include as a minimum at least one Trustee;

6.1.3 the deliberations of any committee or group must be reported regularly to the Trustees and any resolution passed or decision taken by any committee or group must be reported promptly to the Trustees;

6.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee or group as they may from time to time think fit; and

6.1.5 no committee or group shall knowingly incur expenditure or liability on behalf of the Trust except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

6.2 The meetings and proceedings of any committee or group shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

6.3 The Trustees may establish a Selection Committee, the composition of which shall be determined by the Trustees from time to time. Unless otherwise superseded by any regulations made by the Trustees, the Selection Committee (if any) shall consider the relevant skills and experience that are beneficial for the good governance of the Trust and shall make recommendations to the Trustees in relation to candidates for Trustee appointment.

7. Delegation of day to day management powers

7.1 In the case of delegation of the day to day management of the Trust to such senior manager or managers as the Trustees determine from time to time:

7.1.1 the delegated power shall be to manage the Trust by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

7.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

7.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Trust and provide them regularly with management accounts which are sufficient to explain the financial position of the Trust.

8. Delegation of investment management

8.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

8.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;

8.1.2 timely reports of all transactions are provided to the Trustees;

8.1.3 the performance of the investments is reviewed regularly with the Trustees;

8.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;

8.1.5 the investment policy and the delegation arrangements are reviewed regularly;

8.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

8.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

9. Power to change name of Trust

9.1 The Trustees may change the legal name of the Trust at any time:

- 9.1.1 at a meeting of the Trustees at which at least three-quarters of the Trustees are present, and a resolution is passed to change the legal name by a majority of at least 75% of those present and voting at the meeting; or
- 9.1.2 majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 16.

DECISION-MAKING BY TRUSTEES

10. Trustees to take decisions collectively

- 10.1 Subject to Article 9 any decision of the Trustees must be either:
 - 10.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 15); or
 - 10.1.2 a decision taken in accordance with Article 16.

11. Calling a Trustees' meeting

- 11.1 Any Trustee may (and the Secretary, if any, must at the request of any Trustee) call a Trustees' meeting.
- 11.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 11.2.1 all the Trustees agree; or
 - 11.2.2 urgent circumstances require shorter notice.
- 11.3 Notice of Trustees' meetings must be given to each Trustee.
- 11.4 Every notice calling a Trustees' meeting must specify:
 - 11.4.1 the place, day and time of the meeting;
 - 11.4.2 the general nature of the business to be considered at such meeting; and
 - 11.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.5 Notice of Trustees' meetings need not be in Writing.
- 11.6 Article 30 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

12. Participation in Trustees' meetings

- 12.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 12.1.1 the meeting has been called and takes place in accordance with the Articles; and

12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).

12.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other. For the avoidance of doubt, a Trustee participating in a meeting via telephone or other communication in accordance with Article 12.1 shall be treated as being present in person at the meeting for all purposes (including, without limitation, for the purposes of any provisions of the Articles relating to the quorum for the meeting).

12.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. **Quorum for Trustees' meetings**

13.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four, and unless otherwise fixed it is four.

13.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

14. **Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence the Deputy Chair, or in the absence of both the Chair and the Deputy Chair another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

15. **Casting vote**

15.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

15.2 Article 15.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. **Decisions without a meeting**

16.1 A decision is taken in accordance with this Article when a majority of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter.

16.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by a majority of the Trustees or to which a majority of the Trustees has otherwise indicated agreement in Writing.

- 16.3 A decision which is made in accordance with this Article 16 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 16.3.1 approval from a majority of the Trustees must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
- 16.3.2 following receipt of responses from a majority of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 16.3;
- 16.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 16.3.4 the Recipient must prepare a minute of the decision in accordance with Article 34 (Minutes).

17. **Conflicts of interest**

Declaration of interests

- 17.1 Unless Article 17.2 applies, a Trustee must declare the nature and extent of:
- 17.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Trust; and
- 17.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Trust or his or her duties to the Trust.
- 17.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 17.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 17.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 17.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:
- (a) the payment of premiums in respect of indemnity insurance effected in accordance with section 189 of the Charities Act 2011; and

- (b) reimbursement of expenses in accordance with clause 6.1 of the Memorandum of Association;
- or
- 17.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 17.5.
- 17.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 17.5, he or she must:
 - 17.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 17.5.2 not be counted in the quorum for that part of the process; and
 - 17.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Trust

- 17.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
 - 17.6.1 the Trustee shall not be in breach of his or her duties to the Trust by withholding confidential information from the Trust if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
 - 17.6.2 the Trustee shall not be accountable to the Trust for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

18. Register of Trustees' interests

The Trustees must ensure a register of Trustees' interests is kept.

19. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

20. Trustee's discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

21. Number of Trustees

There shall be a minimum of six and a maximum of fourteen Trustees.

22. Appointment and Retirement of Trustees

Appointment of Trustees

22.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 23, may be appointed to be a Trustee by a decision of the Trustees.

22.2 The Trustees shall give due consideration to any recommendations received from the Selection Committee (if any) under Article 6.3.

Automatic retirement

22.3 Subject to Article 22.8, each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.

22.4 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Trust are adopted.

Maximum term

22.5 Retiring Trustees may be reappointed but, subject to Articles 22.6, and 22.8, a Trustee who has served for three consecutive terms of office may not be reappointed other than in accordance with Article 22.7.:

22.6 If the retirement of a Trustee under Article 22.3 causes the number of Trustees to fall below that set out in Article 21 then the retiring Trustee shall remain in office until a new appointment is made.

22.7 Where the Trustees determine there are exceptional circumstances and it is in the best interests of the Trust, the Trustees may reappoint a Trustee retiring at the end of their third consecutive term of office for an additional term, with the length of any such additional term to be determined by the Trustees but up to a maximum of three years and at the completion of that additional term the Trustee in question must retire and may not be reappointed..

22.8 Unless their term is terminated earlier in accordance with Article 23, the Trustees who are in office at the date of adoption of these Articles shall remain in office for such time period as is agreed by a majority decision of the Trustees.

Minimum age

22.9 No person may be appointed as a Trustee unless he or she has reached the age of 16 years.

General

22.10 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

23. Disqualification and removal of Trustees

23.1 A Trustee shall cease to hold office if:

23.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

23.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

23.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

23.1.4 notification is received by the Trust from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least six Trustees will remain in office when such resignation has taken effect);

23.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

23.1.6 at a meeting of the Trustees at which at least three quarters of the Trustees (not including the Trustee being considered for removal) are present, a resolution is passed by a majority of 75% of those present and voting at the meeting that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or

23.1.7 he or she ceases to be a member of the Trust.

PATRONS

24. Patrons

The Trustees may appoint and remove any individual(s) as patron(s), president or vice-president of the Trust on such terms as they shall think fit. A patron, president or vice-president (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Trust and shall also have the right to receive accounts of the Trust when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

25. Trustees as members

25.1 The Trustees from time to time shall be the only members of the Trust.

25.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Trust.

25.3 The names of the members of the Trust must be entered in the register of members.

26. **Termination of membership**

26.1 A member shall cease to be a member if he or she ceases to be a Trustee.

26.2 Membership is not transferable and shall cease on death.

27. **Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Trust for the purposes of the Articles or the Companies Acts.

DECISION-MAKING BY MEMBERS

28. **Members' Meetings**

28.1 The Trustees may call a general meeting of the members at any time.

28.2 Subject to article 28.3, such meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

28.3 The quorum for general meetings is four, provided that if the quorum for Trustees' meetings is fixed at a different level by a decision of the Trustees, in accordance with Article 13.2, the quorum for general meetings shall change accordingly.

WRITTEN RESOLUTIONS

29. **Written resolutions**

General

29.1 Subject to this Article 29 a written resolution agreed by:

29.1.1 members representing a simple majority; or

29.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

29.2 On a written resolution each member shall have one vote.

29.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

29.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

29.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

29.6 In relation to a resolution proposed as a written resolution of the Trust the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

29.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

29.8 Communications in relation to written resolutions must be sent to the Trust's auditors in accordance with the Companies Acts.

Signifying agreement

29.9 A member signifies his or her agreement to a proposed written resolution when the Trust receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

29.9.1 identifying the resolution to which it relates; and

29.9.2 indicating the member's agreement to the resolution.

29.10 For the purposes of Article 29.9:

29.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

29.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Trust; or

(b) where no such manner has been specified by the Trust, if the communication contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.

29.11 If the Trust gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

30. Communications by the Trust

Methods of communication

30.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Trust under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Trust, including without limitation:

30.1.1 in Hard Copy Form;

30.1.2 in Electronic Form; or

30.1.3 by making it available on a website.

30.2 Where a Document or information which is required or authorised to be sent or supplied by the Trust under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

30.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

30.4 A member present in person or by proxy at a meeting of the Trust shall be deemed to have received notice of the meeting and the purposes for which it was called.

30.5 Where any Document or information is sent or supplied by the Trust to the members:

30.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

30.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

30.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 30.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Trust that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 30.7 Where any Document or information has been sent or supplied by the Trust by Electronic Means and the Trust receives notice that the message is undeliverable:
- 30.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Trust, the Trust is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Trust's register of members, but may in its discretion choose to do so;
- 30.7.2 in all other cases, the Trust shall send a Hard Copy of the Document or information to the member's postal address as shown in the Trust's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 30.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 30.8 Copies of the Trust's annual accounts and reports need not be sent to a person for whom the Trust does not have a current Address.
- 30.9 Notices of general meetings need not be sent to a member who does not register an Address with the Trust, or who registers only a postal address outside the United Kingdom, or to a member for whom the Trust does not have a current Address.

31. Communications to the Trust

The provisions of the Companies Acts shall apply to communications to the Trust.

32. Secretary

- 32.1 A Secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

33. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

34. **Minutes**

34.1 The Trustees must ensure minutes are made:

34.1.1 of all appointments of officers made by the Trustees;

34.1.2 of all resolutions of the Trust and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

34.1.3 of all proceedings at meetings of the Trust and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Trust, be sufficient evidence of the proceedings.

35. **Records and accounts**

35.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

35.1.1 annual reports;

35.1.2 annual statements of account; and

35.1.3 annual returns or confirmation statements.

36. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

37. **Winding up**

37.1 Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles.

Schedule 1

Memorandum of Association (forming part of the Articles of Association)

of

London Historic Parks and Gardens Trust

1. The name of the company (hereinafter called "the Trust") is the London Historic Parks and Gardens Trust.
2. The Registered Office of the Trust will be situated in England.
3. Definitions

"Garden land" means garden, park land and designated landscape of high amenity and educational value, related enclosures, boundaries and earthworks, park and garden buildings, other structures and erections and associated plant, machinery and systems, sculpture, garden and park furniture, ornamental woodland planting, gates, ironwork, drives, paths and roadways, lakes, water courses and meadows and includes land associated by view, management or otherwise with garden land.

"Educational value" in relation to garden land means land which has interest:-

- (a) as a work of art;
- (b) for its historic associations;
- (c) for its horticultural arboricultural or sivercultural qualities or potential;
- (d) for its architecture;
- (e) for its recreational value;
- (f) for its nature conservation quality or potential.

"London" includes all the boroughs defined by The London Government Act of 1963.

"Historic" means garden land or designs created more than 30 yrs previously.

"Owner" means the freehold owner of garden land and includes trustees, lessees and mortgages and any person holding a material estate or interest therein.

Words imparting "persons" include corporation and associations or persons.

Masculine words include the feminine, and singular words the plural.

4. Objects

The objects for which the Trust is established are as follows:-

- (a) To promote the education of the public on matters connected with the arts and sciences of historic garden land.

- (b) To preserve, enhance and re-create for the education and enjoyment of the public, whatever historic garden land may exist or have existed in and around London.

5. Powers

5.1 In furtherance of the principal objects but not otherwise the Trust shall have power:-

- (a) To promote and carry out research into subjects connected with the objects of the Trust (Including surveys and catalogues of garden land) and disseminate the useful results thereof;
- (b) To promote the understanding of the development of garden land by means of written, printed and audio visual material for school teachers, educational organisations and institutions, societies and associations and the public at large;
- (c) To promote educational visits to garden land as part of a structured school curriculum and adult education;
- (d) To promote courses on the history and design of garden land;
- (e) To establish a reference library and archive material;
- (f) To promote the use of school grounds and gardens as an educational resource;
- (g) To encourage interest in garden land by means of school grounds improvement schemes and awards;
- (h) To promote the exchange of information with students and relevant authorities and bodies in other countries;
- (i) To encourage, where appropriate, physical participation in the protection, conservation and re-creation of garden land to develop practical skills;
- (j) To take such steps as are necessary to promote cooperation and understanding between owners, local authorities, government departments, educational organisations and institutions, societies, organisations and charities having relevant educational aims and objects;
- (k) To cooperate with, and assist in the restoration, re-creation, maintenance or management of garden land by making available advice and information and technical and financial assistance (whether by grant, guarantee, loan or otherwise) for charitable purposes connected with the objects of the Trust and calculated to further them;
- (l) To raise funds and to invite and receive contributions from any person by way of subscription, donation or otherwise provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (m) To purchase, take on lease, or exchange, hire or otherwise acquire, any real or personal property and any rights or privileges which the Trust may think necessary for the promotion of its objects and to construct, re-create, repair, maintain,

manage, plant, extend and alter garden land necessary for the promotion of the objects of the Trust;

- (n) To employ and remunerate staff, to employ and remunerate agents and to make all reasonable and necessary provision for the payment of pension and superannuation to or on behalf of employees and their widows and other dependants;
- (o) Subject to such consents that are necessary, to sell, let, manage, develop, exchange, lease, mortgage, dispose of or turn to account, all or any of the property or assets of the Trust which shall be deemed to be necessary for the furtherance of the objects of the Trust;
- (p) To borrow or raise money for the objects of the Trust on such terms and on such security as shall be deemed to be necessary, subject to such consents as may be required by law;
- (q) To invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (r) To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Trust and which further the objects of the Trust;
- (s) To do all such other lawful things as are necessary for the attainment of the objects of the Trust.

5.2 Provided that:-

- (a) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (b) The Trust's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employees.
- (c) 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 Council of Management 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 faults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management 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 Council of Management but they shall, as regards any such property, be subject jointly and severally to such control or authority as if the Trust were not incorporated.
- (d) The Trust shall have regard at all times to the need to secure, improve or control public access to all buildings and land preserved by the Trust but not necessarily to

the interior of such buildings of which only the exterior is of particular beauty or historical, architectural or constructional interest.

6. 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. No member of the Council of Management shall be appointed to any office of the Trust paid by salary or fees or receive remuneration or other benefit in money or money's worth. Provided that nothing herein shall prevent the payment in good faith by the Trust:
 - 6.1 of reasonable and proper remuneration to any member, officer or servant of the Trust for any service rendered to the Trust (not being a member of its Council of Management, provided nevertheless that a member of the Council of Management shall be entitled to be reimbursed for any reasonable out of pocket expenses reasonable incurred in carrying out any business of the Trust;)
 - 6.2 of interest on money lent by any member of the Company or of its Council of Management or Governing Body at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the Council of Management or Governing Body or 3% whichever is the greater;
 - 6.3 of reasonable and proper rent for premises demised or let by any member of the Trust or of its Council of Management or Governing Body;
 - 6.4 of fees, remuneration or other benefit in money or money's worth to a Company of which a member of its Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of such company.
7. No such additions, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall make the Trust a company to which Section 30 of the Companies Act 1989 does not apply.
8. The liability of the members is limited.
9. 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 rights of the contributories among themselves, such amount as may be required not exceeding £1.00.
10. 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 charitable institution or institutions, having objects which are similar to the objects of the Trust and which shall prohibit the distribution of its objects or their income and property among its or their members to an extent, at least as great as is imposed on the Trust under or by virtue of Clause 6 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 other charitable object.

11. 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, of all sales and purchases of property and goods by the Trust 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 properly qualified auditor or auditors.

Schedule 2

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	"Annual Retirement Meeting"	has the meaning given in Article 22.4;
1.3	"Articles"	the Trust's articles of association, including and incorporating the Memorandum of Association;
1.4	"Chair"	has the meaning given in Article 4;
1.5	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust;
1.8	"Connected"	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.9	"Council of Management"	the board of Trustees, and any reference to a member of the Council of Management shall be a reference to an individual Trustee;

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| 1.10 | “Deputy Chair” | has the meaning given in Article 4; |
| 1.11 | "Document" | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.12 | "Electronic Form" and "Electronic Means" | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.13 | "Financial Expert" | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.14 | “Governing Body” | the board of Trustees, and any reference to a member of the Trust’s Governing Body shall be a reference to an individual Trustee; |
| 1.15 | "Hard Copy" and "Hard Copy Form" | have the meanings respectively given to them in the Companies Act 2006; |
| 1.16 | “Memorandum of Association” | the provisions of the Articles formerly contained in the Trust’s Memorandum of Association and now set out in Schedule 1 to these Articles and incorporated within these Articles; |
| 1.17 | "Public Holiday" | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.18 | "Secretary" | the secretary of the Trust (if any); |
| 1.19 | “Selection Committee” | has the meaning given in Article 6.3; |
| 1.20 | "Trust" | London Historic Parks and Gardens Trust; |
| 1.21 | "Trustee" | a director of the Trust, and includes any person occupying the position of director, by whatever name called; and |
| 1.22 | "Writing" | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Trust.