

THE COMPANIES ACT 1985 TO 1989

**PRIVATE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
of
SOUTH EAST WALES BIODIVERSITY RECORDS CENTRE LIMITED**

1. The name of the Company is the South East Wales Biodiversity Records Centre Limited, hereafter known as the Company.
2. The registered office of the Company will be situated in Wales.

Objects

3. The objects of the Company are to promote, encourage, co-ordinate and undertake the gathering, collation, storage, management, use and dissemination of information about the flora, fauna, habitats and sites of biological, ecological, geological or geomorphological interest in Glamorgan and Gwent.

Powers

4. In furtherance of the objects but not further or otherwise The Company shall have the following powers:-

4.1 to engage in any trade, business or activity which may seem to the Company directly or indirectly conducive to the interests or convenience of the Company's members or any section thereof or of the community in the Company's area of activity generally;

4.2 to acquire and take over the whole or part of the undertaking and liabilities of any person entitled to any property rights suitable for any of the objects of the Company;

4.3 to purchase, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;

4.4 to improve, manage, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company;

4.5 to sell, hire, license, give in exchange and otherwise dispose of all or part of the undertaking, property and rights of the Company;

4.6 to borrow or lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person;

4.7 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;

4.8 to remunerate any individual in the employment of the Company and to establish,

maintain and contribute to any pension or superannuation fund for the benefit of and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company;

4.9 to promote actions to enable the Company to carry out its objects, alter its constitution and achieve any other purpose which may promote the Company's interests and to oppose or object to any application or proceedings which may prejudice the Company's interests;

4.10 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;

4.11 to effect insurance against risks of all kinds;

4.12 to invest moneys of the Company not immediately required for the purposes of its activities in such investments and securities and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities;

4.13 to affiliate or enter into partnership or any other arrangement with any body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company;

4.14 to subscribe and make contributions to or otherwise support bodies, whether incorporated or unincorporated, and to make donations for any purpose connected with the activities of the Company or with the furtherance of its objects;

4.15 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;

4.16 to take such steps as may be deemed expedient for the purposes of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;

4.17 to make, publish or deal in publications in any medium or to give public lectures or to hold public meetings;

4.18 to carry out any of the objects as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others;

4.19 to exercise the powers herein through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others and to remunerate this person appropriately;

4.20 to withhold information held for the purposes of the objects of the Company, subject to the relevant legislation.

4.21 to do anything which may be incidental or conducive to the attainment of any of the objects of the Company.

INCOME AND PROPERTY

5. It is declared that "property" means any property, heritable or moveable, real or personal,

wherever situated.

5.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Association.

5.2 No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Company, except in the circumstances foreseen by clause 7.

5.3 No director of the Company shall be appointed to any office under the Company in respect of which a salary or fee is payable.

5.4 No benefit in money or money's worth shall be given by the Company to any director except repayment for out-of-pocket expenses.

LIABILITY

6.1 The liability of the Members is limited.

6.2 Every Member of the Company undertakes to contribute such amount as may be required, not exceeding £1, to the Company's assets if it should be wound up while they are a Member, or within one year after they cease to be a Member, for the payment of the Company's debts and liabilities contracted before they ceased 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.

PROPERTY TRANSFER ON WINDING UP THE COMPANY

7. Notwithstanding Clause 5.2 of this Memorandum of Association, if on the winding up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall at the discretion of the Members be transferred to all or some of the Members of the Company or to another body whose objects are altogether or in part similar to the objects of the Company.

FINANCES

8.1 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any Director of the Company.

8.2 The Company's auditors shall make a report to the Members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in General Meeting.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this memorandum.

Names and addresses of subscribers:

Steve Moon
Steve Rogers
Alison Jones
Mike Wilson

Kris Roberts

Witness to the above signatures:

David Slade
92 Cyfarthfa Street
Roath
Cardiff

THE COMPANIES ACT 1985 TO 1989

**PRIVATE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
of
SOUTH EAST WALES BIODIVERSITY RECORDS CENTRE LIMITED**

MEMBERS AND MEMBERSHIP

- 1.1 The first Members of the Company shall be the Subscribers to the Memorandum of Association.
- 1.2 The Board of Directors is empowered to admit new Members.
- 1.3 Membership shall be open to any individual supporting the aims of the Company.
- 1.4 The Company may co-opt any person to attend its meetings.

MEETINGS

- 2.1 Ordinary and Extraordinary General Meetings shall be called by giving at least 28 days' written notice to the Membership.
- 2.2 The Company will hold an Ordinary General Meeting at least once per calendar year, to be called the Annual General Meeting, in such a place and time as determined by the Board of Directors.
- 2.3 Other Ordinary General Meetings of the Company shall occur as frequently as agreed by the Board of Directors.
- 2.4 The Chair of the Board of Directors, or any two Members or ten percent of the Membership, whichever is greater, may at any time call an Extraordinary General Meeting of the Company.
- 2.5 At Ordinary General Meetings and Extraordinary General Meetings of the Company, where voting is required, a quorum of six* voting representatives is required.
- 2.6 Each Member shall be entitled to one vote at General Meetings. The Chair of the General Meeting shall not have a vote, except in the event of a tied vote, when they shall have the casting vote.
- 2.7 Decisions at General Meetings shall be made by passing resolutions:
 - a) Decisions involving an alteration to the Memorandum or Articles of Association, other than those specified, and other decisions required by statute and these articles shall be made by a Special Resolution. A Special Resolution is here defined as one passed by a majority of not less than 75% of the Members of the Company present and voting at an Extraordinary General Meeting.

* Change to Articles of Association agreed at EGM on 1/12/2011

- b) A decision to wind up the Company shall be made by an Extraordinary Resolution. An Extraordinary Resolution is here defined as one passed by a majority of not less than 75% of the Members of the Company present and voting at an Extraordinary General Meeting.
- c) All other decisions shall be made by ordinary resolution requiring a simple majority.

THE BOARD OF DIRECTORS

3.1 The business of the Company shall be managed by a Board of Directors which shall be accountable to the Members.

3.2 The initial Board of Directors of the Company will be appointed by the subscribers to the Memorandum of Association.

3.3 The Board of Directors will number between 4 and 8.

3.4 If the Board of Directors shall at any time be reduced in number to less than the minimum prescribed in Clause 3.3 of these Articles of Association, it may act as the Board of Directors for the sole purpose of filling up vacancies in their body or summoning a General Meeting of the Company, and no other purpose.

3.5 The Board of Directors shall be elected at the Annual General Meeting each year, by the Members of the Company.

3.6 The Board of Directors shall include representatives of public sector and voluntary sector interests, with at least one representative of each such interest being elected to the Board of Directors each year.

3.7 The Chair of the Company shall not be counted as a representative of an interest in the terms of Clause 3.6 of these Articles of Association.

3.8 Meetings of the Board of Directors shall be held at least four times each year, at dates and locations to be determined by the Board of Directors.

3.9 The quorum at a Board meeting shall be three.

3.10 Each member of the Board of Directors shall have one vote at a Meeting. Decisions will be by a majority present at that Meeting. In case of a tied vote, the Chair shall have the casting vote.

3.11 The Board will have the power to co-opt member and non-member partners of the Company to have non-voting observer status at Board meetings.

POWERS OF THE BOARD OF DIRECTORS

4.1 The Board shall pursue any initiative to achieve the object of the Company, with reference to the Members of the Company at the Annual General Meeting and Ordinary General Meetings.

4.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed or otherwise executed as the Board of Directors by resolution determines.

4.3 The Board may delegate any of its powers to sub-committees of such Members of the

Company or individual Board members or employees as it sees fit.

4.4 The Board of Directors shall not pursue any initiative that requires the authority of a General Meeting or postal consultation without that authority.

REMOVAL OF DIRECTORS OF THE COMPANY

5. The office of director shall immediately be vacated by any person who:

- a) is prohibited by law from being a director
- b) is or may be suffering from mental disorder
- c) resigns their office of director by notice to the Company
- d) is absent for more than four consecutive meetings of the Board of Directors and the Directors resolve that his office is vacated
- e) is removed from office by resolution of the Company in General Meeting.

OFFICE BEARERS

6.1 Office Bearers of the Company shall be elected at the Annual General Meeting each year and shall become members of the Board of Directors.

6.2 The following Office Bearers shall be elected: Chair, Vice-Chair, Treasurer and Secretary. These Office Bearers shall hold office until the conclusion of the Annual General Meeting next after their election.

6.3 Nominations for Office Bearers of the Company must be proposed and seconded by Members of the Company, shall be in writing and shall have the consent of the nominee. They must be in the hand of the Secretary before the start of the Annual General Meeting. Should nominees exceed vacancies, elections will be by a show of hands or by ballot of those present as the Annual General Meeting determines.

FINANCES

7.1 All monies raised by, or on behalf of, the Company shall be applied to further the objects of the Company as outlined in Clause 3 of the Memorandum of Association, and for no other purpose.

7.2 The Treasurer will keep proper accounts of the finances of the Company at the registered office of the Company or at such other places as the Board of Directors thinks fit. The books of account will always be open to the inspection of all Members of the Company upon approval of the Board of Directors during normal working hours and by such other persons authorised by the Company in General Meeting.

7.3 The Treasurer shall pay all monies not immediately required into an account in the name of the Company at a Bank as shall be determined by the Company.

INDEMNITY

8. Every Member, Director, Company Secretary, Auditor and other officer of the Company shall be indemnified from assets of the Company against all liability incurred by them in the lawful and competent execution of their duties.

CHANGES TO THE CONSTITUTION

9.1 Alterations to the Memorandum of Association of the Company or the Articles of Association of the Company may only be made at an Extraordinary General Meeting called for that purpose.

9.2 A resolution for the alteration of the Constitution must be received by the secretary of the Company at least 30 clear days before the Extraordinary General Meeting

9.3 Members of the Company shall be given notice in writing of the proposed alteration(s) at least 28 clear days before the Extraordinary General Meeting.

REMOVAL OF MEMBERS OF THE COMPANY

10 The Company shall have the power to remove from Membership any individual Member who has, in the view of the Company, by a two thirds majority, at its Annual General Meeting, or an Extraordinary General Meeting called by the Board of Directors for that purpose, brought the objects of the Company into disrepute.

WINDING UP THE COMPANY

11 Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles of Association.

We, the subscribers to these Articles of Association, wish to be formed into a Company pursuant to this memorandum.

Names and addresses of subscribers:

Steve Moon
Steve Rogers
Alison Jones
Mike Wilson
Kris Roberts

Witness to the above signatures:

David Slade
92 Cyfarthfa Street
Roath
Cardiff