

The Companies Acts 1948 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum and Articles of Association**  
**of**  
**Friends of the Earth Limited**

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as amended by special resolution passed on 25<sup>th</sup> April 2015

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**The Companies Acts 1948 to 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association**

**Friends of the Earth Limited**

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

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DATED this 5<sup>th</sup> day of May 1971.

WITNESS to the above signatures :-

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## The Companies Acts 1948 to 2006

### Company Limited by Guarantee and not having a Share Capital

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## **The Companies Acts 1948 to 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Friends of the Earth Limited**

### **INTERPRETATION**

#### **1. Defined terms**

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

### **OBJECTS AND POWERS**

#### **2. Objects**

The objects of the Company are to promote and otherwise further by all means:

- 2.1 understanding and appreciation of the need for the conservation, protection and restoration of nature both in the United Kingdom and in the rest of the world;
- 2.2 the enhancement and rational use of all aspects of the environment; and
- 2.3 socially just sustainable development.

#### **3. Powers**

The Company has the power to do all such things as are incidental or conducive to the furtherance of its objects and, in particular, but, without limitation:

- 3.1 may seek to influence public opinion and promote by campaigning and by other appropriate methods, social and legislative reform, and co-operate and maintain liaison with any person or body throughout the world having similar objects;
- 3.2 may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds; and
- 3.3 may provide indemnity insurance for the Directors or any other officer of the Company.

### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

*Permitted benefits to members, Directors and Connected persons*

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company unless the payment is permitted by Articles 4.3, 4.4 or 4.5.
- 4.3 No Director may:
- 4.3.1 sell goods, services or any interest in land to the Company;
  - 4.3.2 be employed by, or receive any remuneration from, the Company; or
  - 4.3.3 receive any other financial benefit from the Company;
- unless the payment is permitted by Articles 4.4 or 4.5.
- 4.4 A Director may receive the following benefits from the Company:
- 4.4.1 a Director or a person who is Connected with a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
  - 4.4.2 a Director or a person who is Connected with a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
  - 4.4.3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (excluding, in the case of a Director, services performed under a contract of employment with the Company) provided that this provision and Article 4.5.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is Connected with that Director);
  - 4.4.4 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to the Company;
  - 4.4.5 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to the Company;
  - 4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.3; and
  - 4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 20 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

### ***Subsidiary Companies***

- 4.5 A Director may receive the following benefits from any Subsidiary Company:
- 4.5.1 a Director or a person who is Connected with a Director may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;
  - 4.5.2 a Director or a person who is Connected with a Director may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
  - 4.5.3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company (excluding, in the case of a Director, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 4.4.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is Connected with that Director);
  - 4.5.4 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
  - 4.5.5 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to any Subsidiary Company;
  - 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
  - 4.5.7 a Director or a person who is Connected with a Director may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Director may not take part in any decision of the Directors to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5.

### **LIMITATION OF LIABILITY AND INDEMNITY**

#### **5. Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 5.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and

5.3 adjustment of the rights of the contributories among themselves.

**6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

***DIRECTORS***

***DIRECTORS' POWERS AND RESPONSIBILITIES***

**7. Directors' general authority**

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

**8. Chair**

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

**9. Directors may delegate**

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

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

- 9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

## **10. Committees**

- 10.1 In the case of delegation to committees:
- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
  - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
  - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
  - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

## **11. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 11.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 11.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

## **12. Consultation with Local Groups**

The Directors shall regularly (and at least annually) consult with and report to representatives of Local Groups, supporter members, activists, financial supporters and other stakeholders and shall seek to take account of their views wherever relevant to the Directors' decision-making.

### ***DECISION-MAKING BY DIRECTORS***

## **13. Directors to take decisions collectively**

Any decision of the Directors must be either:

- 13.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 18); or
- 13.2 a unanimous decision taken in accordance with Article 19.

## **14. Calling a Directors' meeting**

- 14.1 The Chair or any two Directors may (and the Secretary, if any, must at the request of the Chair or any two Directors) call a Directors' meeting.
- 14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
  - 14.2.1 all the Directors agree; or
  - 14.2.2 urgent circumstances require shorter notice.
- 14.3 Notice of Directors' meetings must be given to each Director.
- 14.4 Every notice calling a Directors' meeting must specify:
  - 14.4.1 the place, day and time of the meeting;
  - 14.4.2 the general nature of the business to be considered at such meeting; and
  - 14.4.3 if it is anticipated that Directors 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.
- 14.5 Notice of Directors' meetings need not be in Writing.
- 14.6 Article 34 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

## **15. Participation in Directors' meetings**

- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles;  
and

15.1.2 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).

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors 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.

## **16. Quorum for Directors' meetings**

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

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

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

## **17. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

## **18. Casting vote**

If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting shall not have a casting vote in addition to any other vote he or she may have.

## **19. Unanimous decisions without a meeting**

19.1 A decision is taken in accordance with this Article when all of the Directors 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. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 20, results in them not being entitled to vote.

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

## **20. Conflicts of interest**

### *Declaration of interests*

20.1 Unless Article 20.2 applies, a Director must declare the nature and extent of:

20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

20.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### *Participation in decision-making*

20.3 If a Director'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 Company, 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 Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

20.4 If a Director'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 Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

20.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Company or any Subsidiary Company (as permitted under Article 4.5.1) and which is available generally to the beneficiaries of the Company or the relevant Subsidiary Company;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.3;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.4.2; or

20.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 20.5.

20.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

20.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

20.5.2 not be counted in the quorum for that part of the process ; and

20.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Company***

20.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

20.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

20.6.2 the Director shall not be accountable to the Company 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.

**21. Register of Directors' interests**

The Directors must cause a register of Directors' interests to be kept.

**22. Validity of Director actions**

All acts done by a person acting as a Director 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 Director.

**23. Director's discretion to make further rules**

Subject to the Articles, the Directors 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 Directors.

***APPOINTMENT AND RETIREMENT OF DIRECTORS***

**24. Number of Directors and composition of the Board**

24.1 There shall be at least three Directors.

24.2 The Board shall be comprised as follows:

24.2.1 up to six Trust Directors co-opted from the trustees of Trust (of whom all, or all but one, must be Elected Trustees); and

24.2.2 up to two Co-opted Directors.

**25. Appointment of Directors and retirement of Directors**

- 25.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 26, may be appointed to be a Director in accordance with Articles 25.2 to 25.4.

*Appointment of Trust Directors*

- 25.2 Trust Directors shall be appointed from the trustees of Trust by a decision of the Directors following consideration of recommendations from the Nominations Panel.

*Trust Director vacancies*

- 25.3 In the event that a Trust Director retires, other than in accordance with Article 25.6, the Directors must by no later than the close of the following Directors' meeting resolve to appoint another individual as a Trust Director from amongst the trustees of Trust in accordance with Articles 24.2.1 and 25.2.

*Appointment of Co-opted Directors*

- 25.4 The Directors may co-opt up to two individuals as Co-opted Directors at any time and may replace retired Co-opted Directors by a decision of the Directors from candidates recommended by the Nominations Panel.

*Automatic retirement*

- 25.5 Each Director shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.

- 25.6 The Annual Retirement Meeting in a year shall be:

25.6.1 the meeting of the Directors following the announcement of the results of that year's election process for the elected trustees of Trust; or

25.6.2 in any year in which there would not otherwise be an Annual Retirement Meeting, the first Directors' meeting to fall after the anniversary of the last Annual Retirement Meeting, or as otherwise may be agreed by the Directors.

*Reappointment of Directors and maximum term limit*

- 25.7 Retiring Directors may be reappointed by decision of the Directors following consideration of recommendations from the Nominations Panel but a Director who has served for three terms of office after their first co-option may not be reappointed.

- 25.8 If the retirement of a Director under Article 25.5 causes the number of Directors to fall below that set out in Article 24.1 then the retiring Director shall remain in office until a new appointment is made.

*Minimum age*

- 25.9 No person may be appointed as a Director unless he or she has reached the age of 18 years.

## *General*

25.10 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

### **26. Disqualification and removal of Directors**

A Director shall cease to hold office if:

26.1 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;

26.2 the Directors 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;

26.3 notification is received by the Company 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 three Directors will remain in office when such resignation has taken effect);

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

26.5 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed 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 Directors;

26.6 he or she ceases to be a member of the Company; or

26.7 in the case of a Trust Director, he or she ceases to be a trustee of Trust.

## **NOMINATIONS PANEL**

### **27. Nominations Panel**

27.1 In conjunction with the trustees of Trust, the Directors shall establish a Nominations Panel, of which at least half of the members shall neither be employed by or on the board of the Company or Trust ("**Independent Members**"). The Independent Members shall include one or more members of Local Groups.

27.2 The Directors may (by joint decision with the trustees of Trust) appoint individuals to be members of the Nominations Panel for a term of up to one year. Retiring members of the Nominations Panel may be reappointed.

27.3 The Directors of the Company and the trustees of Trust shall provide guidance to the Nominations Panel on the balance of skills, experience, ethnicity, gender, national (with particular reference to England, Wales and Northern Ireland) and regional coverage sought by each board.

- 27.4 Subject to Articles 25.2, 25.3 and this Article 27, the Directors may (in conjunction with the trustees of Trust) make rules governing the proceedings and remit of the Nominations Panel in selecting candidates for recommendation as Directors. The Nominations Panel may otherwise govern its proceedings as it sees fit.

## **PATRONS**

### **28. Patrons**

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (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 Company and shall also have the right to receive accounts of the Company when available to members.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **29. Directors as members**

- 29.1 The Directors from time to time shall be the only members of the Company.
- 29.2 A Director shall become a member on becoming a Director. All new Directors are treated as having agreed to become members of the Company.
- 29.3 The names of the members of the Company must be entered in the register of members.

#### **30. Termination of membership**

- 30.1 A member shall cease to be a member if he or she ceases to be a Director.
- 30.2 Membership is not transferable and shall cease on death.

#### **31. Supporter members**

The Directors may establish such classes of supporter 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 supporter members in accordance with such regulations as the Directors shall make, provided that no such supporter members shall be members of the Company for the purposes of the Articles or the Companies Acts.

### ***DECISION-MAKING BY MEMBERS***

#### **32. Members' meetings**

- 32.1 The Directors may call a general meeting of the members at any time.
- 32.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

## ***WRITTEN RESOLUTIONS***

### **33. Written resolutions**

#### ***General***

33.1 Subject to this Article 33 a written resolution agreed by:

33.1.1 members representing a simple majority; or

33.1.2 (in the case of a special resolution) members representing not less than 75%;  
of the total voting rights of eligible members shall be effective.

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

33.3 A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

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

#### ***Circulation***

33.5 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.

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

33.7 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.

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

#### ***Signifying agreement***

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

33.9.1 identifying the resolution to which it relates; and

33.9.2 indicating the member's agreement to the resolution.

33.10 For the purposes of Article 33.9:

33.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

33.10.2a 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 Company; or
- (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

33.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have been agreed that any Document or information relating to that resolution including a member's agreement to the resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **34. Communications by the Company**

#### *Methods of communication*

34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company 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 Company, including without limitation:

34.1.1 in Hard Copy Form;

34.1.2 in Electronic Form; or

34.1.3 by making it available on a website.

34.2 Where a Document or information which is required or authorised to be sent or supplied by the Company 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 Directors may decide what agreement (if any) is required from the recipient.

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

### ***Deemed delivery***

- 34.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 34.5 Where any Document or information is sent or supplied by the Company to the members:
- 34.5.1 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;
- 34.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 34.5.3 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.
- 34.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company 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***

- 34.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 34.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;
- 34.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company'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
- 34.7.3 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***

- 34.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

34.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

### **35. Communications to the Company**

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

### **36. Secretary**

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

36.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

36.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

### **37. 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.

### **38. Minutes**

The Directors must cause minutes to be made:

38.1 of all appointments of officers made by the Directors;

38.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

38.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' 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 Director of the Company, be sufficient evidence of the proceedings.

**39. Records and accounts**

The Directors shall comply with the requirements of the Companies Acts 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 of:

- 39.1 annual reports;
- 39.2 annual returns; and
- 39.3 annual statements of account.

**40. Exclusion of model articles**

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

**WINDING UP**

**41. Winding up**

If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed to members of the company (except to a member that is itself a Company which would qualify to benefit under this Article), but must be given to some other institution or institutions with similar objects to the Company. The institution or institutions to benefit must be chosen by resolution of the Directors at or before the time of winding up or dissolution.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

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

<b>Term</b>	<b>Meaning</b>
1.1 <b>“Address”</b>	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 <b>“Annual Retirement Meeting”</b>	has the meaning given in Article 25.6;
1.3 <b>“Articles”</b>	the Company’s articles of association;
1.4 <b>“Board”</b>	the board of Directors of the Company;
1.5 <b>“Chair”</b>	has the meaning given in Article 8;
1.6 <b>“Company”</b>	Friends of the Earth Limited;
1.7 <b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.8 <b>“Clear Days”</b>	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;
1.9 <b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.10 <b>“Connected ”</b>	in relation to a Director means any person falling within any of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with the Director 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 Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- 1.11 **“Co-opted Director”** a Director who is appointed in accordance with Article 25.4 and who, for the avoidance of doubt, shall not be an employee or trustee of Trust;
- 1.12 **“Director”** a director of the Company, and includes any person occupying the position of director, by whatever name called including Trust Director and Co-opted Director; and
- 1.13 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.14 **“Elected Trustee”** a trustee who is elected to the board of Trust by Local Groups in accordance with the process set out in Trust’s articles of association;
- 1.15 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.16 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.17 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.18 **“Independent Members”** has the meaning given in Article 27.1;
- 1.19 **“Local Group”** a Friends of the Earth group which is party to a partnership agreement and a licence agreement with the Company;
- 1.20 **“Nominations Panel”** the panel established by the Directors in conjunction with the trustees of Trust in accordance with Article 27;
- 1.21 **“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;

- 1.22 **“Secretary”** the secretary of the Company (if any);
- 1.23 **“Subsidiary Company”** any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.24 **“Trust”** Friends of the Earth Trust, registered company number 01533942 and registered charity number 281681 or any successor organisation;
- 1.25 **“Trust Director”** a Director who is appointed from the trustees of Trust in accordance with Articles 24.2.1 and 25.2 or, in the event of a vacancy, Article 25.3; and
- 1.26 **“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 Company.