

THE COMPANIES ACTS 1985 - 2006

ARTICLES OF ASSOCIATION

OF

SURREY GARDENS TRUST

Incorporated on 3rd day of October 1991

Company Number: 2651007

Charity Number: 1010787



BATH * LONDON * CIRENCESTER * CAMBRIDGE

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THE COMPANIES ACTS 1985 - 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
SURREY GARDENS TRUST

1. The name of the Company is Surrey Gardens Trust (the "Trust").
2. The Registered Office of the Company is to be situated in England and Wales.
3. **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 Garden Land.
- (b) To preserve, enhance and re-create for the education and enjoyment of the public, whatever Garden Land may exist or have existed in and around the County of Surrey.

4. **Powers**

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

- (i) 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;
- (ii) 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;
- (iii) To promote educational visits to Garden Land as part of a structured school curriculum and adult education;
- (iv) To promote courses on the history and design of Garden Land;
- (v) To establish a reference library and archive material;

- (vi) To promote the use of school grounds and gardens as an educational resource;
- (vii) To encourage interest in Garden Land by means of school grounds improvement schemes and awards;
- (viii) To promote the exchange of information with students and relevant authorities and bodies in other countries;
- (ix) To encourage, where appropriate, physical participation in the protection, conservation and re-creation of Garden Land to develop practical skills;
- (x) To take such steps as are necessary to promote co-operation and understanding between owners, local authorities, government departments, educational organisations and institutions, societies, organisations and charities having relevant educational aims and objects;
- (xi) To co-operate 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;
- (xii) 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;
- (xiii) 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;
- (xiv) 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;
- (xv) 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;
- (xvi) 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;
- (xvii) 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;
- (xviii) To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Trust and which further Objects of the Trust;

- (xix) To do all such other lawful things as necessary for the attainment of the Objects of the Trust.

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 employers.
 - (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 defaults, and for the due administration of such property in the same manner and to the same extent as such Council of Management would 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.
5. 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 these Articles 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,
- (a) of reasonable and proper remuneration to any Member, Member of the Council, officer or servant of the Trust for any services rendered to the Trust to enable it to carry out its charitable Objects: Provided that in the case of any proposed payment to a Member of the Council of Management no remuneration shall be paid for acting as a Member of the Council of Management and the Member in question shall withdraw from any meeting at which his or her remuneration is under discussion;
 - (b) 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;

- (c) 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;
 - (d) 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;
 - (e) of reasonable out-of-pocket expenses to any Member of the Council of Management;
 - (f) of sums, by way of charitable grant according to the Trust's usual criteria in reasonable and proper furtherance of its charitable objects to a Member, Member of the Council of Management, officer or servant of the Trust towards the preservation or enhancement of any garden in which he or she may have an interest; or the provision of any other benefit according to its usual criteria in reasonable and proper furtherance of its charitable Objects, to a Member, Member of the Council of Management, officer or servant of the Trust.
- 6.1 Subject to Article 6.2, any Member of the Council who becomes a Conflicted Member of the Council in relation to any matter must:
- 6.1.1 declare an interest at or before discussion begins on the matter;
 - 6.1.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 6.1.3 not be counted in the quorum for that part of the meeting; and
 - 6.1.4 withdraw during the vote and have no vote on the matter.
- 6.2 When any Member of the Council is a Conflicted Member of the Council, the Members of the Council present at a meeting who are not Conflicted Members of the Council, if they form a quorum without counting the Conflicted Member of the Council and are satisfied that it is in the best interests of the Trust to do so, may by resolution passed in the absence of the Conflicted Member of the Council authorise the Conflicted Member of the Council, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Member of the Council:
- 6.2.1 to continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 6.2.2 to disclose information confidential to the Trust to a third party, or
 - 6.2.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Member of the Council or a Connected Person of any payment or Material Benefit from the Trust, or to refrain from taking action designed to remove the conflict.

- 6.3 A Conflicted Member of the Council who obtains (other than through his position as Member of the Council) information that is confidential to a third party, shall not be in breach of his or her duties to the Trust if he or she declares the conflict in accordance with Article 6.1 and then withholds such confidential information from the Trust.

7. MEMBERSHIP

- 7.1 The number of Members with which the Trust proposes to be registered is unlimited.
- 7.2 The Trust must maintain a register of Members.
- 71.3 The Members of the Trust shall be the Council of Management (the "Council") together with any individual who:
- 71.3.1 is approved by the Council; and
 - 71.3.2 consents in Writing to become a Member.
- 7.4 The Council may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 7.5 Membership is terminated if the Member concerned:
- 7.5.1 gives written notice of resignation to the Trust;
 - 7.5.2 dies;
 - 7.5.3 is 3 Months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due);
 - 7.5.4 is removed from Membership by resolution of the Council on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Trust (but only after notifying the Member in Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 Clear Days after receiving notice); or
- 7.6 Membership of the Trust is not transferable.

8. GENERAL MEETINGS OF MEMBERS

- 8.1 Members are entitled to attend general meetings. General meetings are called on at least 14 Clear Days' Written notice, specifying the business to be discussed and the right of each Member to appoint a proxy. A proxy is entitled to attend and speak at general meetings and to vote on a show of hands. If any member wishes to appoint a proxy to act on his behalf, he must give 2 Clear Days notice (excluding bank holidays and weekends). General Meetings may be called at shorter notice in accordance with the Act.
- 8.2 There is a quorum at a general meeting if the number of Members personally present is at least 12 or one-tenth of the Membership whichever is the less.

- 8.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 8.4 Except where otherwise provided by the Act every issue is decided by a majority of the votes cast.
- 8.5 A written ordinary resolution signed by a simple majority of those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. A written special resolution signed by 75% of those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For the purpose of this Article 8.5 a written resolution may be set out in more than one document. A written resolution that is not yet passed shall lapse upon the expiry of 60 Clear Days from the date it was originally circulated to members.
- 8.6 The Trust must hold an AGM in every year which all Members are entitled to attend. The first AGM may be held within 18 Months after the Trust's incorporation.
- 8.7 At an AGM the Members:
- 8.7.1 receive the accounts of the Trust for the previous financial year;
 - 8.7.2 receive the Council's report on the Trust's activities since the previous AGM;
 - 8.7.3 accept the retirement of those Members of the Council who wish to retire or who are retiring by rotation;
 - 8.7.4 elect persons to be Members of the Council to fill the vacancies arising;
 - 8.7.5 appoint auditors for the Trust;
 - 8.7.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Trust; and
 - 8.7.7 discuss and determine any issues of policy or deal with any other business put before them.
- 8.8 Any general meeting which is not an AGM is an EGM.
- 8.9 An EGM may be called at any time by the Members of the Council and must be called within 28 days on a Written request from at least one tenth of the Members.

9. THE COUNCIL OF MANAGEMENT

- 9.1 The Members of the Council as Charity Trustees have control of the Trust and its property and funds.
- 9.2 The Members of the Council when complete shall consist of at least 7 but (unless otherwise determined by ordinary resolution) shall not exceed 20.
- 9.3 The subscribers to the Memorandum are the first Members of the Council.
- 9.4 Every Member of the Council must sign a declaration of willingness to act as a Charity Trustee of the Trust before he or she is eligible to vote at any meeting of the Council.

- 9.5 One-third (or the number nearest one-third) of the Members of the Council must retire at each AGM those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 9.6 A retiring Member of the Council shall be eligible for re-election.
- 9.7 No person other than a Member of the Council retiring by rotation shall be appointed or re-appointed a Member of the Council at any general meeting unless:
- 9.7.1 he or she is recommended by the Council; or
 - 9.7.2 a Member has given notice to the Trust (not less than 14 nor more than 35 Clear Days before the date appointed for the meeting) of the intention to propose that person for appointment or re-appointment (provided that such notice contains the necessary details of that person for the Trust's register of Members of the Council and that person's signed consent to be appointed or re-appointed).
- 9.8 A Member of the Council's term of office automatically terminates if he or she:
- 9.8.1 is disqualified under the Charities Act 1993 from acting as a Charity Trustee;
 - 9.8.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 9.8.3 is absent from 3 consecutive meetings of the Council without a reason acceptable to the Members of the Council;
 - 9.8.4 ceases to be a Member;
 - 9.8.5 resigns by Written notice to the Members of the Council (but only if at least 7 Members of the Council will remain in office); or
 - 9.8.6 is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Member of the Council concerned and considered the matter in the light of any such views.
- 9.9 The Members of the Council may at any time co-opt any person duly qualified to be appointed as a Member of the Council to fill a vacancy in their number or as an additional Member of the Council, but a co-opted Member of the Council holds office only until the next AGM.
- 9.10 A technical defect in the appointment of a Member of the Council of which the Members of the Council are unaware at the time does not invalidate decisions taken at a meeting.

10. PROCEEDINGS OF THE COUNCIL OF MANAGEMENT

- 10.1 The Members of the Council must hold at least 2 meetings each year.
- 10.2 A quorum at a meeting of the Council is 3 Members of the Council.

- 10.3 A meeting of the Council may be held either in person or by suitable electronic means agreed by the Members of the Council in which all participants may communicate with all the other participants simultaneously.
- 10.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member of the Council chosen by the Members of the Council present presides at each meeting.
- 10.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Members of the Council is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 10.6 Except for the chairman of the meeting, who has a second or casting vote, every Member of the Council has one vote on each issue.
- 10.7 A procedural defect of which the Member of the Council are unaware at the time does not invalidate decisions taken at a meeting.

11. POWERS OF TRUSTEES

The Members of the Council have the following powers in the administration of the Trust:

- 11.1 to appoint (and remove) any Member (who may be a Member of the Council) to act as Secretary to the Trust in accordance with the Act;
- 11.2 to appoint a Chairman, Treasurer and other honorary officers from among their number;
- 11.3 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them (but at least 1 member of every committee must be a Member of the Council and all proceedings of committees must be reported promptly to the Council);
- 11.4 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- 11.5 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 11.6 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Trust and the use of its seal (if any);
- 11.7 to establish procedures to assist the resolution of disputes within the Trust; and
- 11.8 to exercise any powers of the Trust which are not reserved to a general meeting.

12. RECORDS & ACCOUNTS

- 12.1 The Members of the Council must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

12.1.1 annual reports;

- 12.1.2 annual returns; and
 - 12.1.3 annual statements of account.
- 12.2 The Members of the Council must keep proper records of:
 - 12.2.1 all proceedings at general meetings;
 - 12.2.2 all proceedings at meetings of the Council;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Trust must be made available for inspection by any Member of the Council at any reasonable time during normal office hours and may be made available for inspection by Members who are not Members of the Council if the Council so decides.
- 12.4 A copy of the Trust's latest available statement of account must be supplied on request to any Member of the Council or Member, or to any other person who makes a Written request and pays the Trust's reasonable costs, within 2 Months.
- 13. **NOTICES**
- 13.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means.
- 13.2 Subject to 13.3 below the only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- 13.3 A Member whose registered address is not within the United Kingdom and who gives to the Trust an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address but otherwise no such Member shall be entitled to receive any notice from the Trust.
- 13.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 13.4.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 13.4.2 2 Clear Days after being sent by first class post to that address;
 - 13.4.3 3 Clear Days after being sent by post to that address;
 - 13.4.4 on being handed to the Member personally; or
 - 13.4.5 as soon as the Member acknowledges actual receipt.
- 13.5 A technical defect in the giving of notice of which the Members of the Council are unaware at the time does not invalidate decisions taken at a meeting.

14. **INDEMNITY**

Subject to the provisions of the Act every Member of the Council or other officer or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Trust.

AMENDMENTS

15. No such additions, alteration or amendment shall be made to or in the provisions of the Articles of Association for the time being in force as shall make the Trust a Company to which Section 60 of the Companies Act 2006 does not apply.

LIABILITY

16. The liability of the Members is limited.
17. 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 payments 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 and for the amount as may be required not exceeding £1.00.

DISSOLUTION

18. If upon the winding-up or dissolution of the Trust there remains, after the satisfaction 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 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 Article 5 hereof, such institution or institution 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.
19. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which 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.

20. **INTERPRETATION**

In the Memorandum and in these Articles:

20.1 "**the Act**" means the Companies Act 2006;

"**AGM**" means an annual general meeting of the Trust;

"these Articles" means these articles of association;

"Chairman" means the chairman of the Members of the Council;

"the Trust" means the company governed by these Articles;

"Charity Trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993;

"Clear Day" means 24 hours from midnight following the relevant event;

"the Commission" means the Charity Commissioners for England and Wales;

"Conflicted Member of the Council of Management" and **"Conflicted Member of the Council"** means a Member of the Council in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Member of the Council or a Connected Person stands to receive a benefit from the Trust other than in relation to the provision of trustee indemnity insurance in the best interests of the charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Trust;

"Connected Person" means any person falling within one of the following categories and where payment to that person might result in the Member of the Council obtaining a benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Member of the Council; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Member of the Council which may reasonably be regarded as equivalent to such a relationship; or (d) any company or limited liability partnership or firm of which a Member of the Council is a paid director, Member, partner or employee, or shareholder holding more than one per cent. of the capital.

"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 silvicultural qualities or potential;
- (d) for its architecture;
- (e) for its scenic value;
- (f) for its nature conservation quality or potential.

"EGM" means an extraordinary general meeting of the Trust;

"Garden Land" means garden, park land and designated landscape of 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.

"Material Benefit" means a benefit which may not be financial but has a monetary value;

"Member" and **"Membership"** refer to Membership of the Trust;

"Member of the Council" and **"Member of the Council of Management"** means a director of the Trust and **"Members of the Council"** and **"Members of the Council of Management"** means all of the directors;

"Month" means calendar month;

"the Objects" means the Objects of the Trust as defined in clause 3 of the Memorandum;

"Owner" means the freehold owner of Garden Land and includes trustees, lessees and mortgagees and any person holding a material estate or interest therein.

"Secretary" means the Secretary of the Trust;

"Written" or **"in Writing"** refers to a legible document on paper including a fax message and also any communication sent by e-mail; and

"Year" means calendar year.

20.2 Expressions defined in the Act have the same meaning.

20.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

20.4 Words importing "persons" include corporations and associates or persons.

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

Names, Addresses and Descriptions of Subscribers

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
Lady Meriel Hunt Parklands House Shere Surrey GU8 9JQ Retired Naval Officer			
Brenda Lewis "Oaklea" Smalls Hill Road Reigate Surrey RH2 8PF Local Government Officer			
Doctor Mary Caroe Vann Hambleton Surrey GU8 4AR Doctor of Medicine			
Carol Newman 17 Rostrevor Road London SW6 SAX Designer			
Lady Jill Leggatt The Old Vicarage Old Woking Surrey GU22 9JF Garden Consultant			
John Davey 10 Sylvanways Close Cranleigh Surrey			

Local Government Officer			
<p>Doctor Margaret Andrew "Little Greenings" Charlwood Surrey RH6 0ER</p> <p>N.C.C.P.G. Officer</p>			
<p>Michael Edwards The Gardeners Cottage Orchards Munstead Heath Road Godalming Surrey GU8 4AR</p> <p>Architect</p>			
<p>Judith Swift Lydling Shackleford Godalming Surrey GU8 6AP</p> <p>Local Government Officer</p>			
<p>Richard Ingle "Oaklea" Smalls Hill Road Leigh Reigate Surrey RH2 8PF</p> <p>Retired Local Government Officer</p>			
<p>Lynette Barling 4 Wych Elm Rise Guildford GUI 3TH</p> <p>Chartered Accountant</p>			

Sandy Brigstocke Granton House Shackleford Godalming Surrey GU8 6AX Chairman of Surrey County Council			
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