

COMPANY NUMBER: 5136671

The Companies Acts 1985 and 1989

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

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
ASSOCIATION OF RIVERS TRUSTS**

Incorporated on 25th May 2004

(Amended by Special Resolutions on 8th November 2004 and 11th June 2009)



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5136671

The Registrar of Companies for England and Wales hereby certifies that
ASSOCIATION OF RIVERS TRUSTS

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 25th May 2004



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

HC007A

The Companies Acts 1985 and 1989

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

**MEMORANDUM OF ASSOCIATION
OF
ASSOCIATION OF RIVERS TRUSTS**

1. The Name of the Company is “Association of Rivers Trusts”.
2. The Registered Office of the Company will be situated in England.
3. The Objects for which the Company is established are: -
 - (A) To advance the education of the public in the management of water and environmental protection, conservation, rehabilitation and improvement.
 - (B) To advance the education of the public in the understanding of rivers, their basins, fauna and flora.
 - (C) To protect, conserve, rehabilitate and improve the rivers, streams, watercourses and river basins, including adjacent coastal waters and water impoundments, of England and Wales or any part or parts thereof for the public benefit.
4. In furtherance of the said Objects, but not otherwise, the Company may exercise the following powers, namely: -
 - (A) To organise or make grants towards the cost of others organising meetings, lectures, conferences, seminars, broadcasts, training or any other form of educational instruction.
 - (B) To produce, publish and distribute or to make grants to others towards the cost of producing, publishing or distributing material in any form including either printed, electronic, disk or video that may be deemed desirable for the promotion of the Objects of the Company or for the purpose of informing Members and/or others of the needs or progress of the Company.
 - (C) To recognise as associated organisations charities having objects which are similar to or which include the objects of the Company.
 - (D) To make grants and loans whether out of income or capital and upon such terms and conditions as to interest, repayment, security or otherwise and to guarantee or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or considered reasonable to further the Objects of the Company.
 - (E) To accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or income of any other kind of money or property of any kind including contributions subject to special trusts or conditions; provided that in respect of any contributions subject to special trusts or conditions the Company shall hold and apply the same in accordance therewith and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts.
 - (F) To raise funds for the Company by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient; provided that the Company shall not undertake any trading activity save as set forth in Paragraph (G) hereof.

- (G) To carry out trading activities provided that the trade is exercised in the course of carrying out primary purpose activities of the Company as construed under charity laws and regulations from time to time in force and/or the trade is not taxable.
- (H) To operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments.
- (I) To invest money of the Company not immediately required for its purposes in any investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as thought fit; subject always to such conditions and such consents as may for the time being be imposed or required by law.
- (J) To buy, lease, exchange, hire or otherwise acquire any real or personal property and any rights or privileges that the Company may think necessary for the promotion of its Objects and to maintain, manage, construct and or alter any buildings or demonstration sites and to equip and fit out any property and buildings for use.
- (K) Subject to such consents as may be required by law, to sell, let, mortgage or otherwise dispose of all or any of the property or assets of the Company.
- (L) Subject to such consents required by law, to borrow or raise money for the purposes of the Company on such terms and conditions and on such security as may be thought fit.
- (M) To employ, engage or retain the services of such persons as may be necessary or desirable for the achievement of the Objects of the Company on such terms and conditions as may be thought fit and to make all reasonable provisions for the payment of pensions to employees, their families and dependents.
- (N) To delegate upon such terms and conditions and at such reasonable remuneration as the Company may think fit to investment managers duly authorised to carry out investment business under the law or regulations for the time being the exercise of all or any of its powers of investment.
- (O) To permit any investments belonging to the Company to be held in the name of any bank, professional firm or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.
- (P) To pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover the liability of the Board or any Trustee which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of Company of which they may be guilty in relation to the Company; provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate act, omission, neglect or default on the part of the Board (or any Trustee) and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board in their capacity as directors of the Company.
- (Q) To establish charitable trusts for any particular purposes of the Company, to act as trustee of any special charitable Company whether established by the Company or otherwise and generally to undertake and execute any charitable Company that may be lawfully undertaken by the Company and may be conducive to its Objects.
- (R) To co-operate with other charities, voluntary organisations, statutory authorities and others in furtherance of the Objects of the Company or similar charitable purposes.
- (S) To establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or considered to further its Objects.
- (T) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.

- (U) To do all such other lawful things as in the opinion of the Board of the Company are or may be incidental or conducive to the attainment of the Company's Objects or any of them.
5. The income and property of the Company shall be applied solely towards the promotion of the Objects as set forth in this Memorandum of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Registered Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or benefit in kind (other than a benefit in his capacity as a beneficiary of the Company); provided that nothing herein shall prevent any payment in good faith by the Company: -
- (1) Of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his or her partner, is under discussion.
 - (2) Of reasonable and proper remuneration to any Member, officer or servant of the Company who is not a Trustee for any services rendered to the Company.
 - (3) Of reasonable and proper remuneration for any services rendered to the Company by any Trustee for which the prior written approval of the Charity Commission has been obtained.
 - (4) Of interest on money lent by any Member or Trustee at a rate not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees.
 - (5) Of reasonable and proper rent for premises demised or let by any Member or a Trustee.
 - (6) To any Trustee of reasonable out-of-pocket expenses.
 - (7) To a company of which a Trustee may be a member holding not more than one per cent of the beneficial interest of the issued capital of that company.
 - (8) Of reasonable and proper premiums in respect of Trustees' indemnity insurance, effected pursuant to Paragraph 4 (P) above.
 - (9) To any Rivers Trust or other organisation having charitable objects, of which a Trustee is a trustee (or, in the case of a company limited by guarantee, a director).
 - (10) To any Rivers Trust or other organisation having charitable objects of which the Trustee is engaged in an executive capacity provided that the payment is reasonable and at a rate applied for services rendered to the Company by Rivers Trusts from time to time.
6. The liability of the Registered Members is Limited.
7. Every Registered Member undertakes to contribute to the assets of the Company, in the event of it being wound up while he or she is a Registered Member, or within one year after he or she ceases to be a Registered Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Registered Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
8. (1) The Registered Members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways: -
- (a) Directly for the Objects.
 - (b) By transfer to any charity or charities, including but without prejudice to the generality of the foregoing, Rivers Trusts, for purposes similar to the Objects.

(c) To any charity for use for particular purposes that fall within the Objects.

(2) Subject to any such resolution of the Registered Members of the Company, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution be applied or transferred: -

(a) Directly for the Objects.

(b) By transfer to any charity or charities, including but without prejudice to the generality of the foregoing, Rivers Trusts, for purposes similar to the Objects.

(c) To any charity for use for particular purposes that fall within the Objects.

(3) Other than where the Registered Member is itself a charity, in no circumstances shall the net assets of the Company be paid to or distributed among the Registered Members of the Company and if no such resolution is passed by the Registered Members or the Trustees the net assets of the Company shall be applied for charitable purposes as directed by a Court or the Charity Commission.

9. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless previously submitted to and approved by the Charity Commission or any successor thereto or which would cause it to cease to be a registered charity.

10. Words and expressions defined in the Articles of Association of the Company have the same meanings in this Memorandum.

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

Names and Addresses and Signatures of Subscribers

Ian Davis Gregg

Grange Farm
Bampton Grange
Penrith
Cumbria CA10 2QR
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Janet Arnison
Address: Jack Dike, Cliburn
Penrith, Cumbria CA10 3AL
Occupation: Secretary

David Michael Haines

37 Clover Lane Close
Boscastle
Cornwall PL35 0LA
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Alan Geoffrey Hawken
Address: 5 Meadow Close, St Stephen
St Austell, Cornwall PL26 7PE
Occupation: Chartered Secretary

John Philip Lord

Spring Bank House
Cow Ark
Clitheroe
Lancashire BB7 3DG
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Dr M W Horner
Address: Fellside Barn, Stonyhurst
Clitheroe, Lancashire BB7 9QY
Occupation: Retired

Alistair Maltby

Well House
Cliburn
Penrith
Cumbria CA10 3AL
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Janet Arnison
Address: Jack Dike, Cliburn
Penrith, Cumbria CA10 3AL
Occupation: Secretary

Dr Stephen Marsh-Smith

Wyeside Cottages
Erwood
Builth Wells
Powys LD2 3SZ
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Seren Bell
Address: St John's House, Borth
Ceredigion, SY24 5JS
Occupation: Catering Manager

Nicholas Patrick Yonge

Newton Lees House
Kelso
Roxburghshire TD5 7SZ
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Miss Fay B L Hieatt
Address: 5 Whitton Farm Cottages, Morebattle
Kelso, Roxburghshire TD5 8QX
Occupation: Charity Administrator

The Companies Acts 1985 and 1989

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

**ARTICLES OF ASSOCIATION
OF
ASSOCIATION OF RIVERS TRUSTS**

INTERPRETATION

1. In these Articles and the Memorandum: -

“Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

“AGM” means an annual general meeting of the Company.

“Articles” mean these Articles of Association of the Company.

“Board” means the board of Trustees of the Company, pursuant to the provisions of Article 37.

“Chairman” means the individual elected pursuant to Article 37 to be chairman of the Board.

“Charity Commission” means the Charity Commission for England and Wales or any successor body thereto.

“Company” means the above-named company.

“Clear days” mean, in relation to the period of notice, the period excluding the day when the notice is given, and the day for which it is given or on which it is to take effect.

“EGM” means an extraordinary general meeting of the Company.

“General Meeting” means an AGM or an EGM.

“Members” mean all the individuals and organisations admitted to membership (of any class or category including Registered Members) of the Company whether or not entitled to vote at General Meetings.

“Memorandum” means the Memorandum of Association of the Company.

“Objects” means the objects of the Company set out in the Memorandum.

“Registered Members” mean the members of the Company having the right to vote at General Meetings.

“Rivers Trusts” means those registered charities having objects which are similar to or which substantially include the Objects, who operate within a part of England and Wales, who are Registered Members, and who have agreed to participate in the Company in accordance with such rules and regulations issued by the Board from time to time.

“Seal” means the common seal of the Company if it has one.

“Secretary” means the company secretary of the Company or any such other person appointed to perform the duties of the company secretary of the Company.

“Trustee” means a director of the Company for the purposes of the Act.

“United Kingdom” means Great Britain and Northern Ireland.

Words importing the singular number only shall include the plural number and vice versa. Words importing the one gender shall include all genders and words importing persons shall include corporations.

Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

MEMBERSHIP OF THE COMPANY

2. The number of Registered Members with which the Company proposes to be registered is unlimited.
3.
 - (1) The Subscribers to the Memorandum are the first Registered Members of the Company.
 - (2) Registered Membership of the Company is open to any individual or organisation who: -
 - (a) Is a Trustee; or
 - (b) Is a Rivers Trust (whether, being incorporated, in its own name, or, if unincorporated, by nominee designation); or
 - (c) Applies to the Company in the form required by the Trustees and is approved by the Trustees.
 - (3)
 - (a) The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.
 - (b) The Trustees must inform the applicant in writing of the reasons for the refusal within 21 days of the decision.
 - (c) The Trustees must consider any written representations the applicant may make about the decision. The Board’s decision following any written representations must be notified to the applicant in writing but shall be final.
4. The Board may from time to time resolve upon the creation of other classes of Members (including honorary members) provided that the rights of such other classes of members do not extend to voting at General Meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at General Meetings) as may be specified in the resolution.
5. The Board may at its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Members of the same class.
6. Membership of a Member shall not be transferable and a Member shall cease to be a Member: -
 - (1) On death, if an individual, or ceasing to exist, if an organisation.
 - (2) If by notice in writing to the Secretary the Member resigns.
 - (3) If the Member concerned is removed from membership by a resolution of the Trustees on the grounds that, in their reasonable opinion, the Member’s continued

membership is harmful to the Company. A resolution to remove a Member from membership may only be passed if: -

(a) The Member has been given at least 21 clear days' notice in writing of the meeting of Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and

(b) The matter is considered in the light of any written representations that the Member submits within 14 clear days after receiving notice.

(4) If the Member concerned, having been appointed as a Trustee, ceases to be a Trustee (except where his term of office expires at an AGM and he is re-elected at the same AGM) or being a Rivers Trust, it ceases to be a registered charity.

(5) If any subscriptions or any other sum payable by the Member is not paid on the due date and remains unpaid one month after notice is served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid. The Board may readmit to membership of the Company any person removed on this ground on his paying such part of the sum due as the Board may determine.

PATRONS

7. The Board may at its discretion appoint any person to be a Patron of the Company (and remove any Patron) on such terms as they shall think fit.
8. A Patron shall have the right to attend and speak (but not vote) at any General Meeting of the Company and to be given notice of General Meetings as if a Registered Member and shall also have the right to receive accounts of the Company when available to Registered Members.

GENERAL MEETINGS

9. The first AGM of the Company shall be held at such time not being more than 18 months after the incorporation of the Company and at such place as the Board shall determine.
10. Subject to Article 9, the Company shall in each year hold an AGM in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one AGM of the Company and that of the next. AGMs shall be held at such times and places as the Board shall determine.
11. All General Meetings other than AGMs shall be called EGMs. The Board may call General Meetings and, on the requisition of Registered Members in accordance with the provisions of the Act, shall within 21 days from the date of the deposit of the requisition convene an EGM for a date not later than eight weeks after the deposit of the requisition.
12. If there are not within the United Kingdom sufficient Trustees to convene a General Meeting, any Trustee or any Registered Member may convene a General Meeting.

NOTICE OF GENERAL MEETINGS

13. An AGM or an EGM called for the passing of a special or elective resolution shall be called by giving not less than 21 clear days' notice. All other EGMs shall be called by giving not less than 14 clear days' notice. A General Meeting may be called by shorter notice if it is so agreed: -
 - (1) In the case of an AGM by all the Registered Members entitled to attend and vote at the meeting.
 - (2) In the case of an EGM by a majority of the Registered Members entitled to attend and vote holding not less than 95 per cent of the total voting rights of all the Registered Members.
14. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such. The notice shall be given to all Rivers Trusts and other Registered Members, Trustees, Patrons and the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

15. No business shall be transacted at any General Meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a Registered Member or a duly authorised representative of a Registered Member organisation, or one tenth (rounded up) of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.
16. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board shall determine.
17. The Chairman or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the Chairman nor such Trustee be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman. If there is only one Trustee present and willing to act, he shall be chairman.
18. In the absence of the Chairman, if no Trustee is willing to act as chairman, or if no Trustee is present within 15 minutes after the time appointed for holding the meeting, the Registered Members present shall choose one of them to be chairman.
19. The Chairman may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
20. A resolution put to the vote of a meeting shall be decided by a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by: -
 - (1) The Chairman.
 - (2) At least two Registered Members present in person or by proxy.
21. Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry is made to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
22. The demand for a poll may be withdrawn before a poll is taken, but only with the consent of the chairman of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand was made.
23. A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The results of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
24. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman of the meeting directs. The demand for a poll shall not prevent continuance of the meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
25. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.

26. Subject to the provisions of the Act, a resolution signed by all the Registered Members for the time being entitled to receive notice of and to attend and vote at any General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a meeting of the Company convened and held.

VOTES OF REGISTERED MEMBERS

27. Subject to Article 25, every Registered Member shall have one vote.
28. No Registered Member may vote on any matter in which he is personally interested without the permission of the majority of the persons present and voting.
29. Any organisation that is a Registered Member may by written instrument authorise such individual or individuals as it thinks fit to act as its representative at any General Meeting of the Company, and the individual so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Registered Member. An instrument shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve.

ASSOCIATION OF RIVERS TRUSTS

We [name of organisation] being a Registered Member of the above-named company hereby appoint [name and address of representative]

or failing him/her, [name and address of substitute]

to vote on our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the above-named company to be held on the [] day of [] [] and any adjournment thereof.

For and on behalf of [name of organisation]

Signed [name] this [] day of [] []

[typewritten name]
[position in organisation]

30. Any Registered Member entitled to attend and vote at any General Meeting of the Company shall be entitled to appoint another person (whether a Registered Member or not) as his proxy to attend and vote on a show of hands or poll instead of him.
31. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve.

ASSOCIATION OF RIVERS TRUSTS

I [Registered Member's name and address] being a Registered Member of the above-named company hereby appoint

[name and address of proxy holder]

or failing him/her,

[name and address of substitute]

as my/our proxy to vote on my/our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the above-named company to be held on the [] day of [] [] and any adjournment thereof.

Signed [name] this [] day of [] []

32. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be

deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 36 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

33. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
34. No objection shall be raised to the qualification of the voter except at the meeting or adjourned meeting at which the vote is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
35. A vote given or poll demanded by the duly authorised representative of a Registered Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
36. A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the revocation of the proxy or of the authority under which the proxy was executed shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

THE BOARD

37. The Trustees for the time being shall constitute the Board.

The first Trustees shall be those persons notified to Companies House as the first Trustees of the Company.

The Board when complete shall consist of the following: -
 - (1) Up to six Trustees who shall be nominated by the Rivers Trusts (the “Rivers Trustees”);
 - (2) Up to five Trustees elected by the Registered Members at an AGM (the “Elected Trustees”);
 - (3) The Board shall appoint one of the Trustees to be the Chairman.

ALTERNATE TRUSTEES

38. Any Trustee (other than an Alternate Trustee) may appoint any other Trustee, or any other person approved by resolution of the Trustees and willing so to act, to be an Alternate Trustee and may remove from office an Alternate Trustee so appointed by him.
39. An Alternate Trustee shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of the Board of which his appointer is a member, and to attend and vote at any such meeting at which the Trustee appointing him is not personally present, and generally to perform all the functions of his appointer as a Trustee in his absence but he shall not be permitted to receive any remuneration from the Company for his services as an Alternate Trustee. It shall not be necessary to give notice of any such a meeting to an Alternate Trustee who is absent from the United Kingdom.

40. An Alternate Trustee shall cease to be an Alternate Trustee if his appointer ceases to be a Trustee, but if a Trustee retires by rotation or otherwise and is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an Alternate Trustee made by him which was in force immediately prior to his retirement shall continue after his reappointment.
41. Any appointment or removal of an Alternate Trustee shall be by notice to the Company signed by the Trustee making or revoking the appointment or in any other manner approved by the Trustees.
42. Save as otherwise provided in the Articles, an Alternate Trustee shall be deemed for all purposes to be a Trustee and is alone responsible for his own acts and defaults and he shall not be deemed to be the agent of the Trustee appointing him.

POWERS OF THE BOARD

43. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by any Special Resolution, the business of the Company shall be managed by the Board, who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company that are not by statute or by these presents required to be exercised by the Company in General Meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board that would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
44. The Board 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 may determine.
45. The Board shall have the power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing classes of and conditions of membership and the rights, privileges and obligations of Registered Members and Members; as to the duties of any officers or servants of the Company; as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.
46. The Board and the Company in General Meeting shall have the power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Rivers Trusts and/or other Registered Members and/or Members all such regulations which shall be binding on Rivers Trusts and/or other Registered Members and/or Members as the case may be.

APPOINTMENT AND RETIREMENT OF TRUSTEES

47. At the first AGM all the Trustees must retire from office. At each subsequent AGM one Rivers Trustee and one Elected Trustee must retire by rotation.
48. Elections shall be held for the appointment of Rivers Trustees from among the Rivers Trusts in accordance with any such rules and regulations that the Board may adopt from time to time. The Rivers Trustee to retire by rotation shall be the person who has been longest in office since his last appointment, but as between persons who became or were last re-appointed Trustees on the same day the person to retire shall (unless they otherwise agree among themselves) be determined by lot. The Chairman shall announce the Rivers Trustees so appointed to the Registered Members either at the Company's AGM or in such other manner as the Chairman thinks fit. All Rivers Trustees are eligible for re-appointment.
49. Subject to the provisions of these Articles, the Elected Trustees shall be elected at an AGM. The Elected Trustee to retire by rotation shall be the person who has been longest in office since his last appointment, but as between persons who became or were last re-elected Trustees on the same day the person to retire shall (unless they otherwise agree among themselves) be determined by lot. The Elected Trustees are eligible for re-election.

50. No person shall be appointed or re-appointed a Trustee: -
- (1) Unless he has attained the age of 18 years.
 - (2) In circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 55.
 - (3) In the case of an Elected Trustee, unless either
 - (a) He is recommended by the Board; or
 - (b) Not less than 21 clear days or not more than two calendar months before the date appointed for the meeting, a notice signed by a Registered Member has been given to the Company of the intention to propose that person for election or re-election together with his signed consent to act as a Trustee and, in the case of a new appointment, agreement to provide on or before appointment the particulars required to be filed at Companies House by the Company.
51. All Registered Members who are entitled to receive notice of a General Meeting must be given not less than 14 or not more than 28 clear days' notice of any resolution to be put to the meeting to elect or re-elect any person as an Elected Trustee.
52. Subject as aforesaid, the Company may from time to time in General Meeting increase or decrease the number of Trustees and determine in what rotation such increased or reduced number shall go out of office and may make the appointments necessary for effecting any such increase.
53. The Board may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee (without designation as to being either a Rivers Trustee or an Elected Trustee) provided that the appointment does not cause the number of Trustees to exceed any total number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following AGM and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting.
54. A Trustee who retires at an AGM if willing to act may be re-appointed. A Trustee who retires and is not re-appointed at such AGM shall vacate office at the conclusion of that meeting.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

55. A Trustee shall cease to hold office if he: -
- (1) Ceases to be a Trustee by virtue of any provision in the Act, or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee.
 - (2) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs.
 - (3) Resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice is to take effect).
 - (4) Ceases to be a Registered Member.
 - (5) Is absent without permission of the Board from all their meetings held within a period of one year and the Board resolves that his office be vacated.

PROCEEDINGS OF THE BOARD

56. Subject to the provisions of the Articles, the Board may meet together for the dispatch of business, adjourn and otherwise regulate their proceedings as they think fit. Any Trustee may and the Secretary at the request of any Trustee shall call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the

United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of equality, the Chairman shall have a second or casting vote.

57. The quorum for transacting the business of the Board may be fixed by the Board but shall not be less than two. A Trustee shall not be counted in the quorum present in relation to a resolution on which he is not entitled to vote.
58. The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustee(s) may act only for the purpose of filling vacancies or of calling a General Meeting.
59. The Chairman shall act as the chairman of the meetings of the Board. Unless he is unwilling to do so, the Chairman shall preside at every meeting of the Board at which he is present. If the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present shall appoint one of them to be chairman of the meeting. Where the Chairman is ineligible to vote on any matter, the Trustees shall appoint a Trustee who is eligible to vote thereon to be chairman for such matter.
60. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that: -
 - (1) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number).
 - (2) The composition of any such committee shall be entirely at the discretion of the Board and may comprise such of their number (if any) as the resolution may specify.
 - (3) The deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary.
 - (4) All delegations under this Article shall be revocable at any time.
 - (5) The Board may make such regulations and impose such terms and conditions and give such mandates to any such committee as it may from time to time think fit.
 - (6) For the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time.
 - (7) The provisions of Section 317 of the Act as to disclosure of interests of Trustees shall apply to any person serving on any committee of the Trustees in the same way as they apply to a Trustee.
61. All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.
62. A resolution in writing, signed by all the Trustees for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.
63. Trustees and members of committees may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or committee (as the case may be) duly convened and held with such persons physically present.
64. Save as otherwise provided by the Articles, a Trustee shall: -

(1) When requested by the remaining Trustees present immediately withdraw from any discussion concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company.

(2) Not vote at a meeting of Trustees or a committee of Trustees on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company, unless (not having been requested to withdraw from the meeting) his interest or duty arises only because: -

(a) The resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or (if any) its subsidiaries.

(b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation by the Company or (if any) its subsidiaries for which the Trustee has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

(c) His interest arises by virtue of being a trustee (or, in the case of a company limited by guarantee, a director) of a Rivers Trust or other organisation having charitable objects.

(d) His interest arises by virtue of his executive capacity in a Rivers Trust or other organisation having charitable objects when the resolution relates generally to Rivers Trusts from time to time or to membership of such other organisation.

TRUSTEES' INTERESTS

65. A Trustee who is in any way, whether directly or indirectly, interested in a transaction or arrangement with the Company shall, at a meeting of Trustees (or of a committee of Trustees), declare in accordance with the Act the nature and extent of his interest. For the purposes hereof: -

(1) A general notice given to the Company that the Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Trustee has an interest in any such transaction of the nature and extent so specified.

(2) An interest of which a Trustee has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

(3) An interest of a person who is connected with a Trustee shall be treated as an interest of the Trustee.

(4) Disclosure to those Trustees who participate in the decision on the transaction or arrangement shall, provided it is duly recorded in the minutes recording the transaction or arrangement, be deemed a disclosure to all Trustees.

(5) In relation to an Alternate Trustee, an interest of his appointer shall be treated as an interest of the Alternate Trustee without prejudice to any interest that the Alternate Trustee has otherwise.

66. Subject to the provisions of the Act and provided he has disclosed to the Trustees the nature and extent of any interest of his in (and the Trustee is not precluded by Clause 5 of the Memorandum from benefiting from) the transaction or arrangement a Trustee notwithstanding his office: -

(1) May be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.

(2) May act by himself or as a partner in a professional capacity for the Company (otherwise than as auditor) and he and/or his partner shall be entitled to remuneration for professional service as if he were not a Trustee PROVIDED that at no time shall a majority

of the Trustees benefit under this Article and that a Trustee shall withdraw from any meeting at which his appointment or remuneration is under discussion.

(3) Shall not be accountable to the Company for any benefit that he derives from any such transaction or arrangement or services and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

Except to the extent permitted by clause 5 of the Memorandum, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any contract to which the Company is a party.

ADVISORY COUNCIL

67. The Board may establish an Advisory Council and shall determine, by resolution or resolutions made from time to time, the composition and terms of reference of and the procedures applicable to the conduct of business by the Advisory Council.

OFFICERS

68. Subject to the provisions of the Act and to clause 5 of the Memorandum, the Board: -

(1) Shall appoint or engage the Secretary and may appoint an assistant or deputy Secretary.

(2) May appoint or engage a Chief Executive Officer (whether known by that name or as Director or a like title), a Treasurer and such other officers or servants as they shall see fit.

(3) May appoint one or more of the Trustees to any unremunerated executive office under the Company and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed.

69. Any appointment of a Trustee to an (unremunerated) executive office shall automatically terminate if he ceases to be a Trustee.

MINUTES

70. The Board shall keep minutes in books kept for the purpose: -

(1) Of all appointments of officers made by the Board.

(2) Of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting.

THE SEAL

71. The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by any two Trustees or a Trustee and the Secretary.

BANK ACCOUNTS

72. Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company.

ACCOUNTS

73. Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Act shall be kept at the Office or such other place within the United Kingdom as the Board think fit.

74. Subject to the requirements of the Act, the Company may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of

the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.

75. The Board shall lay before the AGM of the Company in each year an income and expenditure account for the period since the preceding account (or in the case of the first account since incorporation of the Company) together with a balance sheet made up as at the same date. Such accounts and balance sheet shall be accompanied by a report of the Board as to the state of affairs of the Company and a report of the Auditors and shall comply with the provisions of the Act. Copies of such accounts, balance sheet and reports and of any other documents required by law to be annexed or attached to them shall, not less than 21 clear days before the date of the meeting before which the same are laid, be sent to all persons entitled to receive notices of General Meetings of the Company.

AUDIT

76. Auditors shall be appointed and their duties regulated in accordance with the Act.

ANNUAL REPORT AND ANNUAL RETURN

77. The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification thereof) with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission.

NOTICES

78. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
79. The Company may give any notice to a Registered Member either personally or by sending it by post in a prepaid envelope addressed to the Registered Member at his registered address or by leaving it at that address. A Registered Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Registered Member shall be entitled to receive any notice from the Company.
80. A Registered Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
81. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed as given 48 hours after the envelope containing it was posted.
82. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive notice shall not invalidate the proceedings of that meeting.

INDEMNITY

83. Subject to the provisions of the Act, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
84. The Board shall have the power to resolve pursuant to clause 4 (P) of the Memorandum to effect indemnity insurance notwithstanding their interest in such policy.

WINDING-UP

85. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

Names and Addresses and Signatures of Subscribers

Ian Davis Gregg

Grange Farm
Bampton Grange
Penrith
Cumbria CA10 2QR
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Janet Arnison
Address: Jack Dike, Cliburn
Penrith, Cumbria CA10 3AL
Occupation: Secretary

David Michael Haines

37 Clover Lane Close
Boscastle
Cornwall PL35 0LA
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Alan Geoffrey Hawken
Address: 5 Meadow Close, St Stephen
St Austell, Cornwall PL26 7PE
Occupation: Chartered Secretary

John Philip Lord

Spring Bank House
Cow Ark
Clitheroe
Lancashire BB7 3DG
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Dr M W Horner
Address: Fellside Barn, Stonyhurst
Clitheroe, Lancashire BB7 9QY
Occupation: Retired

Alistair Maltby

Well House
Cliburn
Penrith
Cumbria CA10 3AL
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Janet Arnison
Address: Jack Dike, Cliburn
Penrith, Cumbria CA10 3AL
Occupation: Secretary

Dr Stephen Marsh-Smith

Wyeside Cottages
Erwood
Builth Wells
Powys LD2 3SZ
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Seren Bell
Address: St John's House, Borth
Ceredigion, SY24 5JS
Occupation: Catering Manager

Nicholas Patrick Yonge

Newton Lees House
Kelso
Roxburghshire TD5 7SZ
Dated: 18th May 2004

Witness to the signature of
the subscriber above:

Name: Miss Fay B L Hiatt
Address: 5 Whitton Farm Cottages, Morebattle
Kelso, Roxburghshire TD5 8QX
Occupation: Charity Administrator