

Report to	South Downs National Park Authority
Date	31 January 2017
By	Head of Income Generation and Marketing
Title of Report	Income Generation Update

Recommendation: The Authority is recommended to:

- 1) Note the progress on the setup of the charity**
- 2) Comment on the Charities draft Memorandum and Articles of Association.**
- 3) Note that the final version of the Memorandum and Articles of Association, trustees and business case will be reported to the Authority for approval in March 2017.**

1. Summary and Background

- 1.1. On the 23 June 2016 the SDNPA agreed in principle to the setting up of a charitable entity for the South Downs National Park, subject to the provision of a business case, articles of association and governance arrangements, including the appointment of trustees. It was agreed that this would be reported to the Authority for approval before approaching the Charity Commission or the appointment of trustees.
- 1.2. The final version of the Memorandum and Articles of Association, first four trustees and business case will be reported to the Authority for approval in March 2017, with the aim of having the charity registered and operational by May. The business case will be a five year income and expenditure forecast for the Trust and will include the return, in respect of funds raised for the South Downs National Park, for the SDNPAs investment.
- 1.3. In order to reduce additional costs and delays to the registration of the charity, it is important to seek comments from the Authority on the Memorandum and Articles of Association in the first instance.
- 1.4. Approval by the Authority of the trustees, and the Memorandum of Articles and Association, will allow the SDNPA to register the charity.

2. Summary of the key points of consideration within the charity's Memorandum and Articles of Association

- 2.1. Eversheds (who were commissioned to give advice on the establishment of the charity), have assisted in drafting the Memorandum and Articles of Association as set out in **Appendix I.**
- 2.2. The charity entity follows the Company Limited by Guarantee model agreed by the Authority on the 23 June 2016.
- 2.3. The objects of the charity have been constructed in line with the Authority's Purposes and Duty and follow the precedent set by the charity commission, through their recent involvement and subsequent approval of the North York Moors Trust. Whilst they do not precisely replicate the SDNPAs statutory purposes and duty they do accord with an approved format that has already been established by the Charity Commission and

recognised by them as a valid charitable purpose. Following this precedent will increase the prospect that the charity can be registered without further delay or cost. Our legal advice is that these objects encompass the statutory purposes and the case for support illustrates how the charity will work in practice. The initial case for support is set out in **Appendix 2**.

- 2.4. The objects of the charity permit the trustees to work flexibly and in partnership to secure the maximum level of resource for the South Downs National Park. An example of this could be a partnership with the New Forest National Park Authority, aimed at securing a regional partner like the Southern Co-op.

3. Trustees

- 3.1. It has been suggested to limit the maximum number of trustees to, up to 16, with the SDNPA able to appoint 4 of these. However, in practicality, we are aiming for a board size of around 12.
- 3.2. In order to establish the charity it is suggested that the Authority appoint the initial 4 trustees. All subsequent trustees would be either be elected by the board of trustees (max 12), or nominated by the SDNPA (max 4).
- 3.3. A list of suitable trustees (using eminent local individuals and recommendations from Authority Members) have been drawn together by the Head of Income Generation and marketing and shortlisted by the Authority Chair and Chief Executive Officer. Individuals on this shortlist are being approached to serve as trustees. The position is also being advertised on our website, charity job and a range of other websites. The aim is to have a minimum of four interested trustees (this includes one SDNPA Member), for approval by the Authority in March 2017.
- 3.4. Once the Charity is registered, it is envisaged that the appointed trustees will undertake subsequent recruitment rounds, with the aim to have a minimum working board of 8, by the end of 2017.
- 3.5. All trustees would be appointed to serve a three year term, after which point they would require re-appointment.
- 3.6. A series of conflict clauses have been included to protect the charity's independence, ensuring that members of the Authority will not be able to vote on issues relating to any relationship with the SDNPA.

4. Relationship between the SDNPA and the Charity

- 4.1. The charity is being established as an independent body, with a large majority of independent trustees.
- 4.2. Though independent, in order to help establish the charity, it is proposed that the SDNPA becomes a founding patron of the charity, committing to provide the necessary staff resources and overheads, to establish the charity's governance, operations and fundraising. It should be noted that £50k pa has already been included in the SDNPAs draft budget as part of the current budget rounds.
- 4.3. This provision will be provided to the charity's trustees on the basis that they work in partnership with the Authority and contribute to the delivery of the Partnership Management Plan, where this meets their charitable objectives. This arrangement is essentially a grant agreement and will be captured in a Memorandum of Understanding (MOU) that will be presented to the Authority for approval in March 2017, alongside a final version of the Memorandum and Articles of Association, potential trustees and business case.
- 4.4. The MOU will also include a schedule of responsibilities and detail the agreement and approach on issues such as shared data, licencing of the shared identity and responsibility for the annual accounts.
- 4.5. As an independent organisation the charity will choose in which ways it supports the Partnership Management Plan. Outside of this arrangement, the charity will be free to undertake its own activities so long as these are in line with its charitable objectives.

- 4.6. Once the charity has been registered, the MOU will need approval by the board of trustees, in order for it to come into effect.

5. Other Implications

Implication	Yes*/No
Will further decisions be required by another committee/full authority?	Yes, the final version of the Memorandum and Articles of Association, Potential Trustees, MOU and Business case will be reported to the Authority for approval in March 2017.
Does the proposal raise any Resource implications?	Yes, existing resource from the Income Generation and Marketing, Governance and Support Services and Business Service Teams, plus an annual budget of £50,000
How does the proposal represent Value for Money?	A business case which takes into account the costs and forecast income, will be brought back to the SDNPA in March 2017, for approval.
Are there any Social Value implications arising from the proposal?	No
Has due regard been taken of the South Downs National Park Authority's equality duty as contained within the Equality Act 2010?	The charity will need to look after its own due diligence to the equalities act to ensure it is compliant. They will also need to consider this within respect of trustee appointment.
Are there any Human Rights implications arising from the proposal?	None directly arising from this report
Are there any Crime & Disorder implications arising from the proposal?	None directly arising from this report
Are there any Health & Safety implications arising from the proposal?	None directly arising from this report
Are there any Sustainability implications based on the 5 principles set out in the SDNPA Sustainability Strategy: 1. Living within environmental limits 2. Ensuring a strong healthy and just society 3. Achieving a sustainable economy 4. Promoting good governance 5. Using sound science responsibly	Yes, this project will help deliver against the SDNPA sustainability Strategy through 1, 2 and 4.

6. Risks Associated with the Proposed Decision

Risk	Likelihood	Impact	Mitigation
The Charity Commission does not see the proposed Trust as independent from the Authority and therefore does not approve its registration.	Unlikely	Moderate	Working with Eversheds we have taken a cautious approach to the provisions within the Trusts Memorandum and Articles of Association, and have followed the precedent which has been set by the Charity Commission through their recent approval of charities such as the Hampshire Cultural Trust and North York Mors Trust.
Delays in the setup of the charity lead to missed opportunities and reduced delivery against the partnership management plan.	Possible	Major	Work with Eversheds as highlighted above and keeping the NPA informed of developments, with the aim to report the charity to the Authority for approval in March 2017.
The Trustees refuse the MOU proposed by the Authority	Almost Impossible	Major	Close working in the early days of the Trust will ensure that there is a strong partnership approach between Trustees and the Authority. This will ensure that the MOU represents a positive partnership.
Reputational risk caused by an inappropriate fundraising activity	Unlikely	Major	A draft fundraising policy will be presented to, and agreed by, the trustees at their inaugural meeting.

JAMES WINKWORTH

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Appendices	1. Memorandum and Articles of Association for the South Downs National Park Trust 2. South Downs National Park Trust Case for Support
SDNPA Consultees	Chief Executive; Director of Countryside Policy and Management; Director of Planning; Monitoring Officer; Legal Services, Business Service Manager. Head of Governance.
External Consultees	Eversheds
Background Documents	Authority Report 27 March 2016 Authority Report 2 February 2016 Authority presentation 2 February 2016 Authority meeting June 2016 Part II report; SDNPA – Comparator analysis – Management Centre 19.12.2015; SDNPA – Philanthropic fundraising strategy – Management Centre 19.12.15;

Companies Act 2006

Company limited by guarantee

MEMORANDUM OF ASSOCIATION

of

SOUTH DOWNS NATIONAL PARK TRUST

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Date

**ARTICLES OF ASSOCIATION OF
SOUTH DOWNS NATIONAL PARK TRUST**

1. OBJECTS

The **Objects** of the **Charity** are:

- 1.1 To promote for the benefit of the public the conservation, protection and improvement of the physical, natural and cultural environment primarily within the South Downs National Park and surrounding areas and also within such other National Parks as the Trustees may from time to time determine in particular but not exclusively by:
 - (1) carrying out work to improve the landscape, environment and built heritage;
 - (2) recording local traditions and customs, supporting traditional skills and promoting all arts inspired by the South Downs; and
 - (3) supporting community groups and facilities which help achieve these aims;
- 1.2 To advance the education of the public in particular in the sustainability, conservation, protection and enhancement of the physical, natural and cultural environment of the South Downs National Park.
- 1.3 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

2. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 2.1 To make grants;
- 2.2 To provide advice or information;
- 2.3 To carry out research;
- 2.4 To co-operate with other bodies;
- 2.5 To support, administer or set up other charities;
- 2.6 To accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.7 To borrow money;

- 2.8 To give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.9 To acquire or hire property of any kind;
- 2.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11 To set aside funds for special purposes or as reserves against future expenditure;
- 2.12 To deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.13 To delegate the management of investments to a financial expert, but only on terms that:
- (1) The investment policy is set down **in writing** for the financial expert by the Trustees;
 - (2) Timely reports of all transactions are provided to the Trustees;
 - (3) The performance of the investments is reviewed regularly with the Trustees;
 - (4) The Trustees are entitled to cancel the delegation arrangement at any time;
 - (5) The investment policy and the delegation arrangement are reviewed at least once a year;
 - (6) All payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (7) The financial expert must not do anything outside the powers of the Charity;
- 2.14 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.15 To deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.17 Subject to **Article 6.3**, to employ paid or unpaid agents, staff or advisers;
- 2.18 To enter into contracts to provide services to or on behalf of other bodies;
- 2.19 To establish or acquire subsidiary companies;
- 2.20 To do anything else within the law which promotes or helps to promote the Objects.

3. THE TRUSTEES

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees.
- 3.3 Subsequent Trustees shall be elected by the Members or nominated in writing by South Downs National Park Authority to the Charity. The Members may elect up to twelve Trustees and South Downs National Park Authority may nominate up to four Trustees.
- 3.4 Not more than one or one quarter of the Trustees, whichever is the higher number, shall be members of South Downs National Park Authority.
- 3.5 The Trustees when complete consist of at least three persons who being individuals are over the age of 18, all of whom must support the Objects.
- 3.6 Trustees shall serve for three year terms and a Trustee's term in office shall finish at the end of the first board meeting following the third anniversary of his election or appointment. A retiring Trustee who is eligible under Article 3.5 may be re-elected or re-appointed.
- 3.7 A Trustee may not act as a Trustee unless he/she:
- (1) Is a Member; and
 - (2) Has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.8 A Trustee's term of office as such automatically terminates if he/she:
- (1) Is disqualified under the Charities Act from acting as a charity trustee;
 - (2) Is incapable, whether mentally or physically, of managing his/her own affairs;
 - (3) Is absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - (4) Resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - (5) Is removed by the Members at a general meeting under the Companies Act; or
 - (6) Is removed from office by a resolution passed by a majority of at least 75% of the other Trustees present and voting at a board meeting provided that prior to such a board meeting the Trustee in question has been given written notice of the intention to propose such a resolution.

- 3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4. TRUSTEES' PROCEEDINGS

- 4.1 The Trustees must hold at least three meetings each year.
- 4.2 A quorum at a meeting of the Trustees is at least three or one third of the Trustees (if greater).
- 4.3 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.4 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the Chairman of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.
- 5.2 To appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.

- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

6. BENEFITS AND CONFLICTS

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

Subject to compliance with Article 6.4:

- (1) Members (being Trustees) and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Charity;
 - (2) Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - (3) Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
- (1) As mentioned in Articles 6.1 or 6.3;
 - (2) Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - (3) The benefit of **indemnity insurance** as permitted by the Charities Act;
 - (4) An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (5) In exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract

with the Charity to supply goods or services in return for a payment or other material benefit but only if:

- (1) The goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (2) The nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
- (3) Fewer than half of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

- (1) Declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) Withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) Not be counted in the quorum for that part of the meeting; and
- (4) Be absent during the vote and have no vote on the matter.

6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) Continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) Disclose to a third party information confidential to the Charity, or
- (3) Take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- (4) Refrain from taking any step required to remove the conflict.

6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. RECORDS AND ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- (1) Annual returns;
 - (2) Annual reports; and
 - (3) Annual statements of account.
- 7.2 The Trustees must also keep records of:
- (1) All proceedings at meetings of the Trustees;
 - (2) All resolutions in writing;
 - (3) All reports of committees; and
 - (4) All professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8. MEMBERSHIP

- 8.1 The Charity must maintain a register of Members.
- 8.2 The subscribers to the Memorandum are the first Members.
- 8.3 **Membership** is open only to the Trustees and is terminated if the Member concerned ceases to be a **Trustee**.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable.
- 8.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members' or 'associate members') and set out their respective rights and obligations.

9. GENERAL MEETINGS

- 9.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three.
- 9.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 The Charity may (but need not) hold an AGM in any year.
- 9.9 Members being Trustees must annually:
- (1) Receive the accounts of the Charity for the previous **financial year**;
 - (2) Receive a written report on the Charity's activities;
 - (3) Be informed of the retirement of those Trustees who wish to retire;
 - (4) Elect Trustees (if necessary);
 - (5) Appoint reporting accountants or auditors for the Charity;
- 9.10 Members may also from time to time
- (1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - (2) Discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

- 9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from three or more Trustees (being Members), at least 5% of the Membership.
- 9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. LIMITED LIABILITY

The liability of Members is limited.

11. GUARANTEE

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 11.1 Payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 11.2 Payment of the costs, charges and expenses of winding up; and
- 11.3 The adjustment of rights of contributors among themselves.

12. COMMUNICATIONS

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- (1) By hand;
 - (2) By post;
 - (3) By suitable electronic means; or through publication in the Charity's newsletter or on the Charity's website.
- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - (2) Two clear days after being sent by first class post to that address;
 - (3) Three clear days after being sent by second class or overseas post to that address;

- (4) Immediately on being handed to the recipient personally;
or, if earlier,
 - (5) As soon as the recipient acknowledges actual receipt.
- 12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. DISSOLUTION

- 13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
 - (1) By transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (2) Directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (3) In such other manner consistent with charitable status as the Commission approves in writing in advance.
- 13.2 A final report and statement of account must be sent to the Commission.
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. INTERPRETATION

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 14.2 In the Articles, unless the context indicates another meaning:
 - ‘AGM’ means an annual general meeting of the Charity;
 - ‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;
 - ‘Chairman’ means the chairman of the Trustees;
 - ‘the Charity’ means the company governed by the Articles;
 - ‘the Charities Act’ means the Charities Acts 1992 to 2006;
 - ‘charity trustee’ has the meaning prescribed by the Charities Act;
 - ‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Act 2006;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from 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 Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'National Park' means a national park designated by an order made by Natural England in accordance with the National Parks and Access to Countryside Act 1949 as amended from time to time;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'South Downs National Park' means the area within the boundaries of the South Downs National Park as may be amended from time to time;

'**special resolution**' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

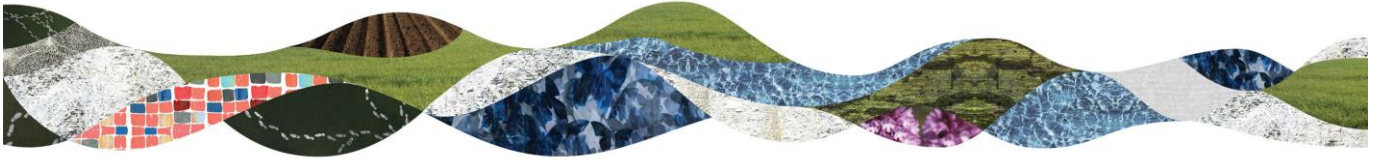
'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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

DRAFT

SOUTH DOWNS NATIONAL PARK



South Downs National Park Trust

A loved landscape

From rolling hills to bustling market towns to the world-famous white cliffs at Seven Sisters, the South Downs National Park's landscapes cover 1,600km² of beautiful and breath-taking views, rare and diverse habitats and quintessentially English scenery.

But this landscape is at risk

The UK's newest National Park needs to serve the busiest part of the UK – with 2 million people living within 5 miles whilst dealing with the challenges caused by climate change. With so many demands on it, it can only exist with the support of all those who love it.



South Downs National Park Trust

Established by the South Downs National Park Authority, The South Downs National Park Trust is taking a Park-wide approach to protect this extraordinary place for future generations. The trust aims to work in partnership with national and community based organisations, for the benefit of the Park and the people for whom it was created.

Our aim

To enhance and protect our beautiful and inspirational landscapes and vibrant communities, ensuring they can be enjoyed by everyone, forever.

What we are doing

In order to achieve this the trust will work in 5 key areas:

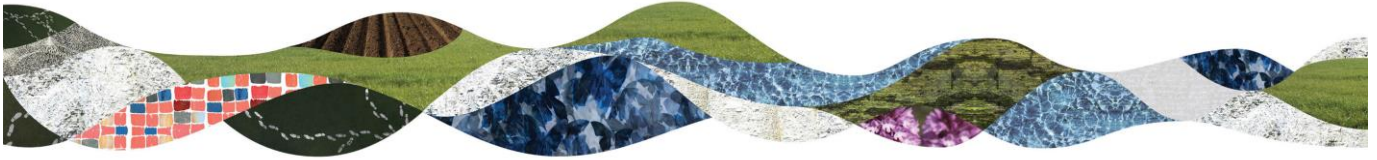
Conserving our landscape and its heritage

The South Downs National Park has been sculpted through thousands of years of human interaction. The National Parks rangers and volunteers work tirelessly to ensure our breath-taking views, unspoilt places, cultural history and heritage are protected.

“The Downs... too much for one pair of eyes, enough to float a whole population in happiness, if only they would look”

Virginia Woolf, diaries

SOUTH DOWNS NATIONAL PARK



Engaging young people in outdoor learning

Time spent outdoors helps improve health, wellbeing and social interaction and is a key to halting the growing epidemic of obesity and mental health issues. The trust is working to help thousands of young people develop each year, through hands-on outdoor learning within the National Park.

Working with our communities

The South Downs National Park is a living landscape. It is the work of farmers, communities and voluntary organisations, that makes our National Park a special place. The trust is helping people make a difference to the National Park by co-ordinating, partnering and supporting their work.

Access for all

National parks provide important breathing spaces and spending time in them can improve peoples lives. The trust works to make sure everyone can access our National Park, by improving rights of way, establishing new walking and cycle routes and enhancing rights way.

Protecting rare plants and species

Based on the expertise of conservation experts, the trust is working to ensure our rare and endangered species can survive and flourish for the next generation, such as the Adonis blue butterfly, water voles and the iconic barn owl.

“Philanthropy was critical to the establishment of our National Parks and it will be just as critical in their protection”

Trevor Beattie, CEO South Downs National Park Authority

Will you Join us ?



With your support we could do much more.

Support our volunteers to give a little and gain a lot, by enhancing our landscapes – limited equipment and resources, hampers their work and opportunities to make a difference.

Reach more young people, particularly those from deprived areas, ensuring they have access to enjoy and learn within, the park.

Develop new community cycle and walking routes contributing to community health and wellbeing, and enabling people with limited mobility and young families to enjoy their National Park. For example, the Centurion Way.

Protect the Adonis blue and other endangered species, such as the mouse-eared bat that only lives here.

