

<b>THE COMPANIES ACT 2006</b>
<b>PRIVATE COMPANY LIMITED BY GUARANTEE</b>
<b>ARTICLES OF ASSOCIATION</b>
<b>OF</b>
<b>COUNTRYSIDE ALLIANCE (the "Company")</b>
<b>(Adopted by special resolution passed on <del>DATE</del> 9<sup>TH</sup> JULY 2020</b>

Interpretation, objects and limitation of liability

1. **INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Articles:** means the Company's articles of association for the time being in force;

**bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

**Interested Director:** has the meaning given in clause 11.1;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;



**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**proxy notice:** has the meaning given in Model Article 31;

**secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act;

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:

- 1.8.1 1 (Defined terms);
- 1.8.2 2 (Liability of Members);
- 1.8.3 8 (Unanimous decisions);
- 1.8.4 9(1) and (3) (Calling a directors' meeting);
- 1.8.5 11(2) and (3) (Quorum for directors' meeting);
- 1.8.6 13 (Casting vote);
- 1.8.7 14 (1), (2), (3) and (4) (Conflicts of interest);
- 1.8.8 17(2) (Methods of appointing directors);
- 1.8.9 21 (Applications for membership);
- 1.8.10 22 (Termination of membership);
- 1.8.11 30(2) (Poll votes);
- 1.8.12 31(1)(d) (Content of proxy notices);
- 1.8.13 35 (Company seals);
- 1.8.14 38 (Indemnity);
- 1.8.15 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
  - 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
  - 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 2. **OBJECTS**

The objects for which the Company is established are to:

  - 2.1 promote the conservation, protection and improvement of the physical and natural environment by supporting access and conservation projects and programmes that

protect features of wildlife, flora and fauna in the British countryside generally and responsible and sustainable use of these environments;

- 2.2 promote agriculture, game and food production for the public benefit;
- 2.3 preserve, protect and promote the heritage and practice of activities relating to wildlife, the countryside, wildlife management including hunting, shooting and fishing together with the management of the natural environment;
- 2.4 educate the public on subjects pertaining to the conservation protection and enjoyment of the countryside and the history, heritage and practices of agriculture and the management of the physical and natural environment and to conduct or commission research into such practices and management, publishing the useful results of such research;
- 2.5 promote sustainable development (meaning improving the quality of life while living within the carrying capacity of supporting ecosystems and the natural environment) for the benefit of the public by: (i) the preservation, conservation and the protection of the environment and the prudent use of natural resources; and (ii) conducting or commissioning research and publishing the useful results of such research; .
- 2.6 relieve need and disadvantage, particularly in relation to rural economies and communities; and
- 2.7 preserve and protect the rural environment and to advance rural community life.

### **3. POWERS**

- 3.1 In pursuance of the object set out in article 2, the Company has the power to:
  - 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
  - 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
  - 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
  - 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### 4. **INCOME**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
  - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
  - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
  - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

5. **WINDING UP**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6. **GUARANTEE**

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

6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;

6.1.2 payment of the costs, charges and expenses of the winding up; and

6.1.3 adjustment of the rights of the contributories among themselves.

7. **DIRECTORS' UNANIMOUS DECISIONS**

7.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

8. **CALLING A DIRECTORS' MEETING**

8.1 The Chief Executive shall summon meetings of the directors upon receipt of a request signed by the Chairman or by three or more directors stating the nature of the business to be transacted.

8.2 Notice of all meetings of the directors shall be given, so far as practicable, to each director, either orally, electronically or in writing to his or her last known address. Notice of a meeting of the directors shall ordinarily be given at least forty-eight hours before the meeting and shall state, so far as practicable, the business to be transacted at the meeting. Any business not so stated in a notice of the meeting shall only be taken at the meeting with the consent of the Chairman of the

meeting. Directors may attend meetings by telephone/ video conference or similar method if they are unable to attend in person (provided that he or she may be heard simultaneously by the other directors attending the meeting).

## **9. QUORUM FOR DIRECTORS' MEETINGS**

9.1 Subject to clause 9.2, the quorum for the transaction of business at a meeting of directors is any 5 Eligible Directors.

9.2 For the purposes of any meeting (or part of a meeting) held pursuant to clause 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

9.3.1 to appoint further directors; or

9.3.2 to call a general meeting so as to enable the Members to appoint further directors.

## **10. CASTING VOTE**

10.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

## **11. DIRECTORS' CONFLICTS OF INTEREST**

11.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

11.2 Any authorisation under this clause 11 shall be effective only if:

11.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles [or in such other manner as the directors may determine];

11.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

11.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

11.3 Any authorisation of a Conflict under this clause 11 may (whether at the time of giving the authorisation or subsequently):

- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 11.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- 11.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- 11.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 11.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 11.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 11.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 11.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 11.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:



- 11.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 11.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 11.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 11.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 11.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 11.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

**12. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**13. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any minimum but shall not exceed 16.

**14. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

**15. CHANGE OF COMPANY NAME**

- 15.1 The name of the Company may be changed by:

- 15.1.1 a decision of the directors; or
- 15.1.2 a special resolution of the Members,  
or otherwise in accordance with the Act.

## 16. **MEMBERSHIP**

- 16.1 The Company shall admit to Membership an individual or organisation in accordance with the Rules of the Company as adopted from time to time.
- 16.2 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

## 17. **GENERAL MEETINGS**

- 17.1 No business shall be transacted at a General Meeting unless a quorum of fully paid up Members is present. The quorum for an AGM and for a Special General Meeting shall be respectively twenty-five (25) and fifteen (15) Members present in person or by proxy and entitled to vote.
- 17.2 An AGM shall be held at such time and place as the Board shall determine, but in no event less than nine (9) months or later than fifteen (15) months after the previous AGM.
- 17.3 The Chief Executive shall upon the request of the Board or the signed requisition of not less than five per cent of the fully paid up Members for the time being entitled to vote at General Meetings, convene a Special General Meeting for such time and place as the Board shall determine, being not more than thirty (30) days from the date of the receipt by the Chief Executive of the requisition.
- 17.4 Not less than twenty-one (21) clear days written notice shall be given of an AGM and not less than seven (7) clear days written notice shall be given of a Special General Meeting.

## 18. **VOTES OF MEMBERS**

- 18.1 Subject to the Act, at any general meeting:
  - 18.1.1 every Member who has reached their 17th birthday on or before 31st March preceding the General Meeting, has met the subscription requirements in force and who is present in person (or by proxy) shall on a show of hands have one vote; and
  - 18.1.2 every Member who has reached their 17th birthday on or before 31st March preceding the General Meeting, has met the subscription requirements in force and who is present in person (or by proxy) shall on a poll have one vote.

18.1.3 Each fully paid up Member of the Countryside Alliance shall have one vote and, to be passed, a resolution shall require, in the case of a resolution put to a Special General Meeting, a simple majority of the votes cast, save that a resolution to amend the Rules shall require a special majority of the votes. Save for a resolution to amend the Rules, no resolution or decision passed or reached at any General Meeting shall take effect until forty-five (45) days after the date of the General Meeting.

18.1.4 In case of equality of votes at a General Meeting the chairman of the meeting shall have a second or casting vote.

## 19. **POLL VOTES**

19.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

19.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## 20. **PROXIES**

20.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

20.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## 21. **MEANS OF COMMUNICATION TO BE USED**

21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

21.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

21.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

21.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

21.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

21.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## 22. **RULES**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

## 23. **INDEMNITY AND INSURANCE**

23.1 Subject to clause 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

23.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

23.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in clause 23.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 23.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 23.4 In this article, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

# RULES OF THE COUNTRYSIDE ALLIANCE

## 1 DEFINITIONS

<b>Appointed</b>	means to be Appointed by the Board
<b>AGM</b>	means the Annual General Meeting
<b>Board</b>	means the board of directors of Countryside Alliance
<b>Countryside Alliance</b>	means Countryside Alliance Limited, a company limited by guarantee
<b>Elected</b>	means to be Elected by the Members at a General Meeting
<b>General Meeting</b>	Means a meeting of the members of the Countryside Alliance
<b>Officers</b>	means the Chairman and the Chief Executive of Countryside Alliance as appointed from time to time
<b>Members</b>	means the members of Countryside Alliance
<b>Rules</b>	means these rules of Countryside Alliance as amended from time to time
<b>Special General Meeting</b>	means any General Meeting which is not designated as an AGM

## 2 OFFICE

The registered office of the Countryside Alliance shall be in London.

## 3 OBJECTS

The objects of the Countryside Alliance are to:

- (a) promote the conservation, protection and improvement of the physical and natural environment by supporting access and conservation projects and programmes that protect features of wildlife, flora and fauna in the British countryside generally and responsible and sustainable use of these environments;
- (b) promote agriculture, game and food production for the public benefit;
- (c) preserve, protect and promote the heritage and practice of activities relating to wildlife, the countryside, wildlife management including hunting, shooting and fishing together with the management of the natural environment;
- (d) educate the public on subjects pertaining to the conservation protection and enjoyment of the countryside and the history, heritage and practices of agriculture and the management of the physical and natural environment and to conduct or commission research into such practices and management, publishing the useful results of such research;

- (e) promote sustainable development (meaning improving the quality of life while living within the carrying capacity of supporting ecosystems and the natural environment) for the benefit of the public by: (i) the preservation, conservation and the protection of the environment and the prudent use of natural resources; and (ii) conducting or commissioning research and publishing the useful results of such research;
- (f) relieve need and disadvantage, particularly in relation to rural economies and communities; and
- (g) preserve and protect the rural environment and to advance rural community life.

#### **4 THE BOARD**

##### **Board Constitution**

- (a) The Countryside Alliance shall be governed by a Board consisting of no more than sixteen (16) directors Elected or Appointed in accordance with these Rules.

##### **Board Responsibilities**

- (b) The Board shall be responsible for establishing the policy and strategy of the Countryside Alliance in accordance with its objects and shall be responsible for the affairs of the Countryside Alliance, including (but without limitation) the holding of the property of the Countryside Alliance, the use and expenditure of the Countryside Alliance's property and funds, and the appointment of the Officers of the Countryside Alliance.

##### **Nomination Process**

- (c) The Nomination Process for directors (including the Officers) of the Countryside Alliance may, at the discretion of the Board, be carried out by the Board or delegated in part or whole to a Nominations and Remuneration Committee appointed by the Board on such terms as it determines, provided that such Committee shall include a minimum of two Elected and two Appointed directors. In respect to the Nomination Process for Elected Board members, the Nominations and Remuneration Committee shall be assisted by a skilled independent person in assessing candidate suitability against the skills, knowledge and experience identified as needed. The skilled independent person shall be appointed by the Board.

The Nomination Process shall include:

- (i) publicising the vacancies for roles so as to reach potential candidates
- (ii) specifying how the process for nomination and selections shall proceed

- (iii) formulating a policy in relation to the nomination and selection of candidates for Officer roles and Appointed and Elected Board member roles which shall include the identification of the skills, knowledge and experience needed by the Board from time to time for it to exercise its functions effectively
- (iv) specifying to members and candidates the skills, knowledge and experience required for each vacancy and the process by which candidate suitability for vacancies shall be assessed.

#### **Chairman and Chief Executive**

(d) The Board shall appoint one (1) of their number as Chairman. The Board shall also be responsible for appointing a Chief Executive. The Board shall in ordinary circumstances delegate the day to day running of the Countryside Alliance to the Chief Executive. Neither the Chairman nor the Chief Executive shall be subject to the standard retirement provisions set out below.

(e) The Board shall comprise Elected and Appointed directors, and shall be variable in its composition, according to required skills, knowledge and experience and as dictated by circumstances and the Countryside Alliance's strategy subject to the provisions set out in these Rules. Each of the Elected and Appointed directors shall have one equal vote each.

#### **Elected Directors**

(f) The minimum number of Elected directors shall be six (6) and the maximum number of Elected directors shall be eight (8).

(g) Except as otherwise provided in these Rules, the Elected directors shall serve on the Board as an Elected Board director for a term from the conclusion of the AGM at which they are Elected or the next AGM following their election at a Special General Meeting until the conclusion of the third AGM thereafter.

(h) Subject to Rule 4(i) below, an Elected Board member who retires at an AGM may offer himself for re-election. If he is not re-elected he shall retain office until the meeting elects a person in his stead, or if it does not do so, until the end of the meeting.

(i) An individual who has served two (2) continuous terms as an Elected Board member cannot be Elected (or re-Elected) as an Elected Board member unless at least one (1) calendar year has elapsed since the conclusion of the second of the consecutive terms. Any such individual is eligible for appointment as an Appointed Board member after one (1) calendar year has elapsed since the conclusion of the second of the consecutive terms as an Elected Director. Any individual removed by written resolution of the Board under Clause 4 (t) (v) shall not be eligible for reappointment to the Board until a period of 5 years has elapsed from the passing of the resolution.



### **Appointed Directors**

(j) Without prejudice to the power to appoint the Chairman and the Chief Executive, the Board may appoint up to six (6) other Appointed directors.

(k) In making any appointment under Rule 4(j), the Board shall follow the Nomination Process having regard to the balance of the Board as a whole including, so far as is reasonably practicable, that directors of the Board are broadly representative of the interests of the membership of the Countryside Alliance as a whole. However, the making of any such appointments is a matter for the Board alone and its choice shall be final and binding.

(l) Except as otherwise provided in these Rules, the Appointed directors shall serve on the Board as an Appointed director for a term from the conclusion of the Board meeting at which they are Appointed until the conclusion of the third Annual General meeting thereafter.

(m) An individual who has served two (2) continuous terms as an Appointed director cannot be Appointed as an Appointed director unless at least one (1) calendar year has elapsed since the conclusion of the second of the consecutive terms. Any such individual is eligible for election as an Elected Board member after one (1) calendar year has elapsed since the conclusion of the second of the consecutive terms as an Appointed Director. Any individual removed by written resolution of the Board under Clause 4(t)(v) shall not be eligible for reappointment to the Board until a period of 5 years has elapsed from the passing of the resolution.

(n) The Board may appoint an individual who is willing to act to fill the vacancy created by an Elected director ceasing to act or as an additional Elected director subject to the maximum. A Board director so Appointed shall hold office only until the next following AGM at which he may offer himself for election. If elected at such AGM his time in office before the conclusion thereof shall be left out of account when calculating his term of office on the Board and if not so Elected at such AGM shall vacate office at the conclusion thereof.

### **Election of Elected directors**

(o) The Board shall determine the number of vacancies which, in its absolute discretion, it considers should be filled. As soon as practicable in every year in which vacancies for Elected directors occur, the Chief Executive shall give notice to every fully paid up Member of the vacancies (howsoever arising) which the Board has determined may be filled by election at the next following AGM and shall:

- (i) specify the skills, knowledge and experience determined by the Board, in accordance with the Nominations Process, as required to fill the vacancies;
- (ii) invite nominations for election or re-election to fill such vacancies;
- (iii) specify the form of written application required and that the written applications of candidates nominated will be reviewed in accordance with the Nominations Process and that candidates may be required to attend an interview;

- (iv) inform members that any candidate nominated in accordance with (p) below who meets the requirement of the Nomination Process shall be included by the Board as a candidate for election in accordance with (q) below; and
- (v) inform members that any candidate who is nominated but is identified as not meeting the requirements of the Nominations Process shall be informed of the decision and given the opportunity to appeal such decision in writing to the Board which shall have the ultimate discretion as to whether to allow or reject the appeal (by a simple majority of all directors voting whether by written resolution or in person).

(p) No individual shall be eligible for election or re-election to the Board at an AGM unless (a) by midnight on the 28<sup>th</sup> day following the date of the notice in 4(o) above a notice of the intention to propose that individual for election or re-election has been received by the Chief Executive at the registered office of the Countryside Alliance giving such particulars of the candidate as the Board may from time to time require and (b) that individual has been approved by the Board in accordance with the Nominations Process as meeting the requirements specified as needed to fill the vacancy. Any such notice of the intention to propose shall be signed by a proposer, a seconder and ten supporters, each of whom must be a fully paid up Member and who must be qualified to vote at such an AGM. Any such notice must be signed by the candidate to signify the candidate's assent to act as a Board director if elected. Any written notice to which a fully paid up Member may be entitled under these Rules may be given in the Countryside Alliance's magazine, by post or by other means to the Member's current address referred to in Rule 8(d) or electronically to the Member's email address, and shall be deemed to have been given on the day of publication, posting or despatch as the case may be, or in such other manner as the Board thinks fit.

(q) Within 60 days of the of the date specified in 4 (p) (a) the Chief Executive shall give notice to every fully paid Member of the names of the candidates for election or re-election approved in accordance with Rule 4(p) (b) and of their proposers, seconds and supporters. Every such notice shall be accompanied by a ballot paper in a form approved by the Board from time to time which states the vacancies on the Board which may be filled and the names of the candidates for election or re-election for each vacancy. Where appropriate this may be provided electronically. The Board shall appoint an Independent Scrutineer to receive and appraise ballots. The ballot paper must state that completed ballots must be returned to the Independent Scrutineer at the address specified thereon by midnight on the 19<sup>st</sup> day following the notice.

(r) Each fully paid-up Member qualified to vote at the AGM shall vote by marking a cross on the ballot paper against the name of their preferred candidates to fill each of the vacancies but the number of crosses shall be limited to one for each vacancy. The Independent Scrutineer may reject any ballot paper which appears to him to be irregular and any decision by him to accept or reject any ballot paper shall be final and binding on the members. Ballot papers may be completed and returned to the Independent Scrutineer by post or by specified electronic means.

(s) Those candidates who receive the most votes against their names on ballot papers returned to the Chief Executive by the above deadline shall be Elected or re-Elected to fill the vacancies. Their names shall be announced at the next AGM which shall be, for the purposes of these Rules, the date of their election or re-election. Proxy votes will be exercised by the Chairman at his discretion or as directed by the Members.

### **Directors Vacating Office**

(t) A Board director (whether Elected or Appointed) shall vacate office in any of the following events:

- (i) if he resigns his office of directorship by notice in writing delivered to the Chairman;
- (ii) if he becomes bankrupt or compounds with his creditors or becomes of unsound mind;
- (iii) if he shall have been absent without permission of the Board for more than three consecutive Board meetings and the Board resolves by a majority of the other directors present and voting that his office is vacated;
- (iv) if he is associated with any organisation proscribed by the Board and the Board resolves by simple majority of the other directors present and voting that his office be vacated; or
- (v) upon written resolution of two-thirds of the other directors.

## **5 OFFICERS AND OFFICIALS**

(a) The Officers of the Countryside Alliance shall be the Chairman and the Chief Executive, and/or such other officer role as may be decided by the Board from time to time, all of whom shall be directors and fully paid up Members.

(b) The Board may appoint as Honorary Patron, President or Vice-President, any person whom it considers has served or who may reasonably be expected to serve the Countryside Alliance with distinction. Such individuals will not be directors but shall be fully paid up Members.

(c) The Chairman shall hold office as such until removed by the Board on not more than three (3) months' written notice. If the Chairman ceases to be a Board director for whatever reason he shall immediately cease to be Chairman. The terms and conditions of the Chairman's appointment shall be determined by the Board and, if the Board resolve by a two-thirds majority that it is in the interests of the Countryside Alliance that he should be remunerated, may include remuneration. The Chief Executive shall hold office as such until removed by the Board on not more than six (6) months' written notice. If the Chief Executive is a Board director he shall immediately cease to be Chief Executive if he ceases to be a Board director for whatever reason. The terms and conditions of the Chief Executive's appointment and his remuneration shall be determined by the Board.

(d) In the event that the Board fails to appoint a Chief Executive, the Board shall elect one of the directors to fill such a vacancy on an interim basis.

## **6 COMMITTEES AND PROCEEDINGS OF THE BOARD**

(a) The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Except as otherwise provided in these Rules, questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

(b) The Chief Executive shall summon meetings of the Board upon receipt of a request signed by the Chairman or by three or more Board directors stating the nature of the business to be transacted.

(c) Notice of all meetings of the Board shall be given, so far as practicable, to each director, either orally, electronically or in writing to his or her last known address. Notice of a meeting of the Board shall ordinarily be given at least forty-eight hours before the meeting and shall state, so far as practicable, the business to be transacted at the meeting. Any business not so stated in a notice of the meeting shall only be taken at the meeting with the consent of the Chairman of the meeting. A director may attend meetings by telephone/ video conference or similar method if they are unable to attend in person (provided that he or she may be heard simultaneously by the other directors attending the Board meeting), If a director is unable to participate in a meeting, he or she may appoint another member of the same category (Elected or Appointed) to be their proxy and vote on their behalf as directed. The non-executive directors shall be entitled to reimbursement of their reasonable expenses of attending meetings of the Board.

(d) The quorum necessary for the transaction of the business of the Board shall be fixed by the Board but, unless so fixed, shall be five (5), at least three (3) of whom shall be Elected directors. No quorum will be present and no resolution may be passed by the Board unless at least half of those present and voting are Elected directors. Any vote by the Board shall only be successful if passed by: (i) a simple majority of all directors voting; and (ii) a simple majority of all Elected directors voting. The Chairman of the Countryside Alliance shall be the Chairman of the meetings of the Board or in his or her absence the directors attending will elect one of the directors to chair the meeting. The Chairman shall cause minutes to be made of each meeting and circulate them thereafter to each Board director.

(e) The Board may delegate its business and powers to committees that it may, at its discretion, from time to time established, or delegate its business and powers to one or more of the executive directors, in so far as is allowed by law. The Board will formally review the terms of reference, composition, cost and efficiency of each committee which has been established for a period of three years or more and determine by resolution whether it should continue in being, be altered, or be dissolved.

(f) The Board shall have the power to invite to attend its meetings any individual, who need not be a fully paid up Member, whom it considers can be of assistance to the Board. Any such individual shall be entitled to receive such notice of and take part in the business of the Board's meetings as the Board shall decide appropriate but shall not be entitled to vote on any matter.

(g) All acts done at any meeting of the Board or by any committee established by the Board or by any individual acting as a Board director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Board or committee member or individual, or that any of them was disqualified, be as valid as if every such individual had been duly appointed or had duly continued in office and was qualified to be a Board director or committee member.

## **7 REGIONAL AND COUNTY COMMITTEES**

(a) The Board may delegate all or any of its functions in Scotland, Wales, Northern Ireland, the Republic of Ireland or the other Regions to devolved organisations which shall be and remain establishments of the Countryside Alliance on such terms and for such period as the Board shall in its absolute discretion think fit.

(b) Regional and County Committees are to be established in Regional and County areas as defined from time to time by the Board.

(c) Regional and County Committees shall (subject to the approval of the Board) be formed in a manner and based on an organisation found most suitable to the Members living in the area.

(d) The Regional and County Committees shall have the task of advising on and carrying out the Countryside Alliance's policies and activities as defined by the Board. They are to report to the Chief Executive or any other officer appointed by the Board.

## **8 MEMBERSHIP**

(a) All individuals who were members of what was previously known as 'the Countryside Alliance Association' are and shall continue as Members subject to the provisions of these Rules.

(b) **Enrolment of Members:** Intending Members shall, upon application for membership, supply such particulars (if any) as the Board shall from time to time require. Matters such as qualification for membership, categories of membership and membership subscriptions shall be as determined by the Board from time to time. Application for membership shall be taken as irrefutable proof of assent to be bound by the Rules for the time being as interpreted by the Board whose directions therein shall be final and binding on Members.

(c) The Board may at its absolute discretion and without giving reasons, decline to admit any person to membership of the Countryside Alliance whether or not such person has paid a subscription or membership fee.

(d) Every Member shall supply the Chief Executive with a current address (which may be electronic) from time to time to which all notices and communications concerning the Countryside Alliance shall be sent.

(e) **Termination of Membership:** The Board may expel or may request a Member to resign from the Countryside Alliance if that Member shall infringe these Rules or shall conduct himself or herself in a manner which is, in the opinion of the Board, injurious to the character or inconsistent with the objects or well-being of the Countryside Alliance. For the purposes of this rule, in the case of a Member which is a company or firm, the acts or omissions of an employee of the Member acting in the course of or in the name of the Member's business and the acts of any of the partners or directors (as the case may be) of the Member shall be deemed to be acts or omissions of the Member.

A Member shall not be requested to resign from the Countryside Alliance unless, at a meeting of the Board at which least five (5) directors of the Board are present, three-fifths of the directors of the Board present and voting shall approve the request.

A Member shall not be expelled from the Countryside Alliance unless either the Member shall not have resigned within fourteen days from the date of a written request to resign from the Board or the expulsion shall have been approved by three-fifths of the directors of the Board present and voting at a meeting of the Board at which at least five (5) directors of the Board are present.

(f) **Forfeiture of rights:** A Member shall, on ceasing to be a Member, forfeit all right to, and claims upon the Countryside Alliance, its officers, employees and property but shall continue to be liable for any sums due and unpaid at the date of ceasing to be a Member.

## 9 GENERAL MEETINGS

(a) **AGM** - An AGM shall be held at such time and place as the Board shall determine, but in no event less than nine (9) months or later than fifteen (15) months after the previous AGM.

(b) **Special General Meeting** - The Chief Executive shall upon the request of the Board or the signed requisition of not less than five per cent of the fully paid up Members for the time being entitled to vote at General Meetings, convene a Special General Meeting for such time and place as the Board shall determine, being not more than thirty days from the date of the receipt by the Chief Executive of the requisition. Every such requisition shall state the objects of the meeting. In the case of a requisition by fully paid up Members, the Board may require the requisitionists to deposit with the Board before the meeting is convened, such sum as the Board shall think reasonable to defray the expenses of convening and holding the meeting. The Board shall make available to the requisitionists on their request one full page of the Countryside Alliance's magazine or equivalent publication distributed at least five (5) clear days before the Special General Meeting to present their reasons for requisitioning the meeting to the Members. The Board shall be entitled to remove from such publication any material which in the opinion of the Board is defamatory, illegal or inconsistent with the objects of the Countryside Alliance.

(c) **Notices** - Not less than twenty-one (21) clear days written notice shall be given of an AGM and not less than seven (7) clear days written notice shall be given of a Special General Meeting. Any written notice to which a fully paid up Member may be entitled under these Rules may be given in the Countryside Alliance's magazine, by post or by other means to the Member's current address referred to in Rule 8(d) or electronically to the Member's email address and shall be deemed to have been given on the day of publication, posting or despatch as the case may be, or in such other manner as the Board thinks fit. The notice shall specify the date, place and time of the General Meeting and, in the case of a Special General Meeting, the general nature of the business to be transacted at the meeting. Notices of a General Meeting shall be given to such fully paid up Members as are then entitled to vote at the General Meeting, but accidental omission to give notice of a meeting to or non-receipt of a notice by any Member entitled to receive notice, shall not invalidate the proceedings of the meeting. In the event that the Board determines that it is not practicable for reasons of force majeure or otherwise, to convene a General Meeting by any other means, notice may be given by publication in two national newspapers.

(d) The following persons shall be entitled to attend and vote at a General Meeting:

- (i) Board directors;
- (ii) Members who have reached their 17<sup>th</sup> birthday on or before 31st March preceding the General Meeting and have met the subscription requirements in force.

(e) **Business** - The business to be transacted at an AGM shall include the following:

- (i) The receipt of the Board's Report of the general condition and progress of the Countryside Alliance, and the adoption thereof;
- (ii) The presentation and adoption of the Audited Accounts of the Countryside Alliance for the year to 31 December last;
- (iii) The election of an Auditor for the ensuing year;
- (iv) Resolutions brought forward in accordance with these Rules;
- (v) Such other business as the Board may determine, but the general nature of such business must be indicated in the notice convening the AGM.

The business to be transacted at a Special General Meeting shall be limited to the objects set out in the requisition requiring the convening of the meeting.

(f) **Quorum** - No business shall be transacted at a General Meeting unless a quorum of fully paid up Members is present. The quorum for an AGM and for a Special General Meeting shall be respectively twenty-five (25) and fifteen (15) Members present and entitled to vote.

(g) **Resolutions** - No resolution may stand on the agenda of a General Meeting, except in the name of the Board or any fully paid up Member entitled to vote at that General Meeting. Resolutions intended to appear on the agenda of an AGM must be sent to the Chief Executive by the date fixed by the Board for that purpose and any resolution which does not appear upon the agenda will not be moved at the AGM, except by special leave of the Chairman of the meeting. No resolution may be moved at a Special General Meeting unless it is set out in the requisition requiring the convening of the Meeting.

Save as otherwise provided in these Rules, a resolution put to the vote at a General Meeting shall be decided by majority vote of the fully paid up Members entitled to vote. Fully paid up Members may vote in person, by postal ballot or by written or electronic proxy in the form and on the terms prescribed by the Board which shall have absolute discretion in determining the procedures for postal and proxy votes. Each fully paid up Member of the Countryside Alliance shall have one vote and, to be passed, a resolution shall require, in the case of a resolution put to a Special General Meeting, a simple majority of the votes cast, save that a resolution to amend these Rules shall require the majority of the votes specified in Rule 11 below. Save for a resolution to amend these Rules no resolution or decision passed or reached at any General Meeting of the Countryside Alliance shall take effect until forty-five (45) days after the date of the General Meeting.

In the event that the Board at its meeting next following a General Meeting shall, by a vote of not less than two-thirds of the members of the Board present and voting wholly, or in part, disapprove any resolution or decision passed at the General Meeting, it may give written or electronic notice to the fully paid up members of the Countryside Alliance requesting them to state in writing within the time set by the Board whether they are in favour or against the resolution or decision and, if within the time so set a majority of the replies received by the Board from the fully paid up Members entitled to vote at the General Meeting are against the resolution or decision, such resolution or decision shall be null and void and of no effect.

(h) **Chairman** - At every General Meeting, the Chairman shall if present, act as chairman of the meeting. If the Chairman is not present the Board shall elect one of their number to be chairman of the meeting. In case of equality of votes at a General Meeting the chairman of the meeting shall have a second or casting vote.

The chairman of every General Meeting shall, subject to these Rules, have an absolute and final decision as to the conduct of business and as to the validity of votes cast at the meeting and, in particular, may at the commencement of or at any time during the course of the meeting decide the order of proceedings and impose a limit on the length of time for which any fully paid up Member be permitted to speak and on the maximum number of speakers who shall be permitted to speak on any resolution.

The Board shall cause minutes of all General Meetings to be taken and entered in books kept for that purpose. Minutes of a General Meeting, signed by the Chairman of the Meeting, shall be conclusive evidence of the proceedings of the Meeting.



## 10 FINANCE AND ACCOUNTS

(a) **Funds** - The Board shall have absolute discretion in directing, administering and expending the funds of the Countryside Alliance (including any funds held in trust for the members of the Countryside Alliance from time to time) for the protection and advancement of the interests of the Countryside Alliance and its members and in carrying out and furthering the objects of the Countryside Alliance.

(c) **Accounts** - The accounts of the Countryside Alliance shall consist of the minimum of a quarterly profit and loss account and balance sheet. The accounts as at and for the year to 31 December, shall be audited by the auditor of the Countryside Alliance, shall be presented at the AGM in each year, and shall be available at the Head Office of the Countryside Alliance for inspection by Members at least twenty one (21) days before the date of the AGM. The audited accounts shall be distributed to the Members in summary form. Distribution shall be limited to one copy per household and the audited accounts will be available for inspection at the offices of the Countryside Alliance and will be posted on the website of the Countryside Alliance.

(d) **Auditor** - The Auditor of the Countryside Alliance shall be appointed annually at the AGM.

(e) **Bankers** - The Bankers of the Countryside Alliance shall be appointed by the Board.

## 11 AMENDMENT OF RULES

These Rules may be amended by a special resolution of the Countryside Alliance passed by a majority of two-thirds of the Members present and voting at a General Meeting.

## 12 INTERPRETATION

These Rules are governed by and shall be interpreted in accordance with English Law.

References to the plural shall include the singular and references to one gender shall include the other.



.....  
Signed

9-7-20

.....  
Date