

**The Companies Acts 1985 to 2006 Private  
Company Limited by Guarantee Company  
Number: 4070377**

MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE ARBORICULTURAL ASSOCIATION

Incorporated the 12th day of September 2000

Reprint in force as at 21 September 2015

## **THE COMPANIES ACTS 1985 TO 2006**

### **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL MEMORANDUM OF ASSOCIATION OF THE ARBORICULTURAL ASSOCIATION**

#### **1. NAME**

The name of the Company is THE ARBORICULTURAL ASSOCIATION ('the Charity')

#### **2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

#### **3. OBJECTS**

The object of the Charity is to advance the science of arboriculture for the public benefit ("the Object").

#### **4. POWERS**

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

- 4.1 To advance the study of arboriculture, including the management, care, cultivation and improvement of trees and woodlands grown for amenity
- 4.2 To raise the standards of the practice of arboriculture
- 4.3 To promote the sustainable management of trees
- 4.4 To promote or carry out research
- 4.5 To provide advice
- 4.6 To publish or distribute information and hold seminars and conferences
- 4.7 To co-operate with other bodies
- 4.8 To support, administer or set up other charities
- 4.9 To raise funds (but not by means of taxable trading)
- 4.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4.11 To acquire or hire property of any kind
- 4.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4.13 To make grants or loans of money and to give guarantees
- 4.14 To set aside funds for special purposes or as reserves against future expenditure
- 4.15 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification except that deposits of funds with a United Kingdom bank or building society may be made without obtaining advice from a financial expert.)

- 4.16 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.16.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.16.2 every transaction is reported promptly to the Trustees
  - 4.16.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.16.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.16.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.16.6 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
  - 4.16.7 the financial expert must not do anything outside the powers of the Trustees
- 4.17 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.18 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.19 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.20 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.21 To enter into contracts to provide services to or on behalf of other bodies
- 4.22 To establish subsidiary companies to assist or act as agents for the Charity
- 4.23 To pay the costs of forming the Charity
- 4.24 To do anything else within the law which promotes or helps to promote the Object

## 5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the members of the Charity but
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

## 6. LIMITED LIABILITY

The liability of members is limited

## 7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

## 8. INTERPRETATION

8.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

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

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Date 31st August 2000