Bristol, Clifton and West of England Zoological Society Limited

Articles of Association

Adopted by a special resolution dated 23 June 2022

Company Number 05154176

Registered Charity Number 1104986
The Companies Acts 1985 to 2006

Company having a share capital

Articles of Association

Adopted by a special resolution dated 23 June 2022

of

Bristol, Clifton and West of England Zoological Society Limited

1 Name

1.1 The name of the company is Bristol, Clifton and West of England Zoological Society Limited (Society).

2 Registered office

2.1 The registered office of the Society is in England and Wales.

3 Objects

3.1 The Society's objects (Objects) are to advance:

3.1.1 the public understanding and the conservation of wildlife and the natural environment; and

3.1.2 the scientific study of plants and animals.

4 Powers

4.1 The Society has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

4.1.1 to equip, improve and maintain the Society's zoological gardens at Clifton, Bristol (Gardens) and to establish, equip, improve and maintain such other zoological parks or gardens, nurseries, libraries, lecture rooms, laboratories or other facilities as the Trustees shall from time to time consider necessary to advance the Objects;

4.1.2 to promote or carry out research and to disseminate such research;

4.1.3 to publish or distribute information in any form, including newsletters, magazines, books, leaflets or films, videos or tape recordings and to sponsor and arrange radio and television broadcasts;

4.1.4 to raise funds in support of the Objects through appeals, public meetings, annual subscriptions or otherwise and to receive and accept them;

4.1.5 to solicit and accept donations, endowments, gifts, legacies and bequests of any real or personal property or other assets;

4.1.6 to hold exhibitions, festivals, seminars, conferences, lectures, tours and courses, and to disseminate the proceedings and papers given at such events;

4.1.7 to provide advice;
4.1.8 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;

4.1.9 to enter into arrangements with any governmental, local authority, university college or other body or person in furtherance of the Objects;

4.1.10 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts;

4.1.11 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;

4.1.12 to affiliate with and where appropriate merge with any charity having similar objects to the Objects;

4.1.13 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Society's debt and not a speculative venture;

4.1.14 to give security for loans, grants and other obligations over the assets of the Society (but only in accordance with the restrictions imposed by the Charities Act 2011);

4.1.15 to acquire, rent or hire property of any kind;

4.1.16 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);

4.1.17 to make grants, awards, prizes or donations;

4.1.18 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;

4.1.19 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;

4.1.20 to deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustees to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);

4.1.21 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and/or transaction costs associated with the investment) and is not a speculative venture;

4.1.22 to delegate the management of investments to any person provided that:

(a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;

(b) the investment policy is set out in writing by the Trustees;

(c) the performance of the investments is reviewed regularly with the Trustees;

(d) the investment policy and the delegation arrangements are reviewed at least once a year;
(e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and

(f) the delegate must not do anything outside the powers of the Trustees;

4.1.23 to arrange for the investments or other property of the Society 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 any person to whom the management of investments is delegated and to pay any reasonable fee required;

4.1.24 to insure the property of the Society and arrange insurance cover for its employees, servants and voluntary workers (but not, for the avoidance of doubt, any Trustee) from and against all such risks incurred in the course of the performance of their duties as may be thought fit;

4.1.25 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings 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 in 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;

4.1.26 subject to Article 22, to employ paid or unpaid agents, staff or advisers;

4.1.27 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers and employees for the time being of the Society or their dependants;

4.1.28 to enter into contracts to provide services to or on behalf of other bodies;

4.1.29 to establish, support or acquire subsidiary companies;

4.1.30 to open and operate bank accounts and banking facilities;

4.1.31 to enter into any licence or sponsorship agreement;

4.1.32 to enter into any contract or agreement (including any finance lease);

4.1.33 to carry on any trade in so far as the trade is:

   (a) exercised in the course of the actual carrying out of the Objects of the Society; or

   (b) ancillary to the carrying out of the Objects; or

   (c) not taxable trading; and

4.1.34 to do all such other things permitted by law as are incidental or conducive to the attainment of the Objects.

4.2 In case the Society shall take or hold any property that may be subject to any trusts, the Society shall deal with or invest it only in the manner as allowed by law, having regard to such trusts.

4.3 In case the Society shall take or hold any property subject to the jurisdiction of the Charity Commission or any other relevant person, the Society shall not sell, mortgage, charge or lease it without such authority, approval or consent as may be required by law.
4.4 The Society shall not sell the Gardens without the consent of the Shareholders by special resolution at a general meeting held in accordance with these Articles.

5 **Limited liability and contribution to the assets of the Society**

5.1 The liability of the Shareholders is limited.

5.2 Every Shareholder undertakes to contribute such amount as may be required (not exceeding £1) to the Society's assets if it shall be wound up while he or she is a Shareholder or within 1 year after he or she ceases to be a Shareholder for payment of the Society's debts and liabilities contracted before he or she ceases to be a Shareholder and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

6 **Share capital**

6.1 The share capital of the Society is £350 divided into 350 ordinary shares of £1 each.

6.2 The Trustees may by majority resolution cancel any shares which have not been applied for by any person within the period of 5 years from the date of the Society's incorporation and reduce the amount of the Society's share capital by the amount of the shares so cancelled.

6.3 The Society will not increase, consolidate, divide or sub-divide its share capital or create any new class of shares without the consent of the Commission.

6.4 Subject clause 6.3, the Society may by ordinary resolution increase its share capital by new shares of such amount as the resolution prescribes.

6.5 Each share shall confer only the rights (and shall be subject to the restrictions) referred to in these Articles and no Shareholder shall be entitled to hold more than 5 shares in the Society nor to hold any share jointly with any other person.

6.6 Except as required by law, no person shall be recognised by the Society as holding any share on trust and (except as otherwise provided by these Articles or by law) the Society shall not be bound by or recognise any interest in any share except an absolute right to it.

7 **Allotment of Shares**

7.1 Subject to Articles 6.3 and 6.4 and any direction of the Shareholders, the Trustees shall not exercise any power to allot shares, grant rights to subscribe for or to convert any security into shares.

7.2 Pursuant to section 567 of the Act, sections 561 and 562 of the Act shall not apply to the Society.

8 **Share certificates**

8.1 Subject to Article 8.2, every Shareholder shall hold a certificate in respect of each share held by him or her in the Society as evidence of his or her title to such shares.

8.2 Every Shareholder shall be entitled to retain any certificate in respect of any Existing Share and will (at the discretion of the Board) be accepted by the Society as evidence of the entitlement of any Shareholder to a share in the Society.

8.3 If a share certificate is defaced, worn-out, lost or destroyed it may be renewed on such terms as to evidence and indemnity as the Trustees may determine.
9 Liens and calls

9.1 The Society shall have a lien on every partly paid share for all moneys (whether previously payable or not) payable at a fixed time or called in respect of that share. The Trustees may at any time declare any share to be wholly or partly paid except from the provisions of this Article. The Society's lien on a share shall extend to any amount payable in respect of it.

9.2 Subject to the terms of allotment, the Trustees may make calls upon the Shareholders in respect of any moneys unpaid on the shares and each Shareholder shall (subject to receiving at least 14 days' clear notice specifying when and where payment is to be made) pay to the Society as required by the notice the amount called on his or her shares.

10 Transfer of Shares

10.1 The instrument of transfer of a share may be in any usual form or in any other form which the Trustees may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, the transferee.

10.2 The Trustees may refuse to register the transfer of a share unless:

10.2.1 it is lodged at the Office and is accompanied by the certificate for the share to which it relates and such other evidence as the Trustees may reasonably require to show the right of the transferor to make the transfer; and

10.2.2 it is in favour of not more than one individual transferee.

10.3 If the Trustees refuse to register a transfer of a share, they shall within 2 months after the date on which the transfer was lodged with the Society send to the transferee notice of the refusal.

10.4 No fee shall be charged for the registration of any transfer of any share.

11 Transmission of Shares

11.1 If a Shareholder dies his or her personal representatives shall be the only persons recognised by the Society as having any title to his or her interest.

11.2 A person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder may, upon such evidence being produced as the Trustees may properly require, elect either to become the holder of the share or to have some person nominated by him or her registered as the transferee. If he or she elects to become the holder he or she shall give notice to the Society to that effect. If he or she elects to have another person registered he or she shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Shareholder and the death or bankruptcy of the Shareholder had not occurred.

11.3 A person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder shall have the rights to which he or she would be entitled if he were the holder of the share, except that he or she shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Society.
12 **General meetings**

**Annual general meetings**

12.1 The Society shall hold an annual general meeting in every year at such time and place as the Board may determine. The Board shall determine in relation to each annual general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the annual general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place anywhere in the world determined by it, and by means of electronic facility or facilities determined by it, or held as an electronic annual general meeting meaning the meeting is held entirely by means of an electronic facility or facilities.

**Other general meetings**

12.2 Shareholders are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

12.3 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Shareholders made in accordance with the provisions of the Act.

12.4 The Board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place anywhere in the world determined by it, and by means of electronic facility or facilities determined by it, or exclusively by electronic facility or facilities.

**Simultaneous or exclusive attendance and participation by electronic facilities**

12.5 The Board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous or exclusive attendance and participation by means of an electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a meeting. The members present personally or by proxy by means of an electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, the meeting in question. That meeting shall be duly constituted and its proceedings valid if the Chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including by means of electronic facility or facilities) are able to:

12.5.1 participate in the business for which the meeting has been convened;

12.5.2 hear all persons who speak at the meeting; and

12.5.3 be heard by all other persons present at the meeting.

The right of a member to participate in the business of any general meeting by the means of electronic facility or facilities shall include without limitation the right to speak, vote on a poll, be represented by a proxy and have access (including electronic access) to all documents which are required by the Act or these Articles to be made available at the meeting.
12.6 The notice of the meeting shall specify whether the meeting shall be a physical only meeting or a simultaneous physical and electronic meeting or an exclusively electronic meeting. It shall also specify the place, the date and the time of the meeting, and if an electronic facility is being used, the electronic facility may vary from time to time and from meeting to meeting as the Board, in its sole discretion, sees fit.

12.7 If a meeting is held simultaneously or exclusively by means of electronic facility or facilities, the Chair may make any arrangement and impose any requirement or restriction that is:

12.7.1 necessary to ensure the identification of those taking part and the security of the electronic communication; and

12.7.2 proportionate to the achievement of those objectives.

Quorum

12.8 There is a quorum at a general meeting if the lower of 21 Shareholders and the Shareholders together holding not less than 10% of the total voting rights present at that meeting (rounded up to the nearest whole number) entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy.

12.9 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Shareholders present in person or through their authorised representatives or by proxy shall be a quorum.

Chair

12.10 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting.

Power to adjourn

12.11 The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine. However, without prejudice to any other power which he or she may have under these Articles or at common law the Chair may, without the need for the consent of the meeting, adjourn any meeting if he or she is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting or to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is otherwise properly disposed of or if the electronic facility by which members are enabled to attend and participate in the general meeting has become inadequate for the purposes referred to in Article 12.5.

12.12 When a meeting is adjourned for 14 days or more, not less than 7 clear days' notice, specifying the place, day and time of the adjourned meeting (and the means of attendance and participation, including by electronic facility) and the general nature of the business to be transacted, shall be given in the same manner as in the case of the original meeting. Save as aforesaid, no Shareholder shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

12.13 No business shall be transacted at any adjourned meeting other than the business that might properly have been transacted at the meeting from which the adjournment took place.
Method of voting

12.14 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by:

12.14.1 the Chair;

12.14.2 at least 5 Shareholders entitled to vote on the resolution present in person or by proxy; or

12.14.3 a Shareholder or Shareholders representing at least 10% of the total voting rights of all of the Shareholders entitled to vote on the resolution present in person or by proxy.

12.15 All resolutions put to the members at any general meeting which is held partly or exclusively by means of an electronic facility or facilities are required to be voted on by a poll, which poll votes may be cast by such electronic means as the Board in its sole discretion deems appropriate for the purposes of the meeting. For the avoidance of doubt, a poll vote held pursuant to this Article is not held as a result of a demand for a poll.

Chair’s declaration conclusive on show of hands

12.16 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Procedure on a poll

12.17 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

12.18 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.19 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

12.20 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days’ notice shall be given specifying the time and place at which the poll is to be taken.

Votes of Shareholders

12.21 On a show of hands or a poll every Shareholder present in person or through its authorised representative or by proxy shall have 1 vote for every share of which he or she is the holder.
12.22 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting whose decision is final.

12.23 No Shareholder shall, unless the Board otherwise determines, be entitled to vote at a general meeting or to exercise any right as a Shareholder unless all sums presently payable by him or her to the Society (if any) have been paid to the Society.

Casting vote

12.24 Chair of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.

Proxy notices

12.25 Proxies may only validly be appointed by a notice in writing (a proxy notice) which:

12.25.1 states the name and address of the Shareholder appointing the proxy;

12.25.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

12.25.3 is signed by or on behalf of the Shareholder appointing the proxy or is authenticated in such manner as the directors may determine; and

12.25.4 is delivered to the Society in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

12.26 The Society may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

12.27 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

12.28 Unless a proxy notice indicates otherwise, it must be treated as:

12.28.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

12.28.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.

12.29 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Society by or on behalf of that person.

12.30 An appointment under a proxy notice may be revoked by delivering to the Society a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

12.31 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

12.32 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
Written resolutions

12.33 The Society may pass a resolution in writing provided the requisite number of Shareholders have consented to the resolution and such resolution will be effective as if it was passed at a general meeting duly convened and held where the Shareholders would have been entitled to vote.

12.34 The requisite number of Shareholders to pass a written resolution is:

12.34.1 in the case of an ordinary resolution, a simple majority of the total voting right of Shareholders; and

12.34.2 in the case of a special resolution, a majority of not less than 75% of the total voting rights of Shareholders.

Authorised representatives

12.35 Any person other than an individual which is a Shareholder of the Society may by resolution of its directors, trustees or other governing body authorise such person as it thinks fit to act as its authorised representative at any meeting of the Society and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he or she represents as that person would exercise if it were an individual Shareholder of the Society.

13 Trustees

13.1 The Trustees are the charity trustees of the Society and have control of the Society and its property and funds.

13.2 The Board shall be composed of no fewer than 7 and no more than 12 Trustees being:

13.2.1 no more than 2 Nominated Trustees appointed in accordance with Article 13.4; and

13.2.2 no more than 10 Elected Trustees appointed in accordance with Article 13.5.

13.3 Every Trustee shall sign a written consent to become a Trustee.

Nominated Trustees

13.4 The Trustees may by majority resolution appoint up to 2 individuals (who need not be Shareholders) to act as Nominated Trustees. The Trustees will consult (but are not obliged to act in accordance with the wishes expressed by) the University of Bristol in respect of the appointment of 1 Nominated Trustee and the University of the West of England in respect of the appointment of the other Nominated Trustee but the Board shall determine which University shall be consulted in respect of the appointment of a single Nominated Trustee.

Elected Trustees

13.5 The Shareholders may at the annual general meeting by ordinary resolution appoint up to 10 individuals (who need not be Shareholders) to act as Elected Trustees provided that each such individual shall be:

13.5.1 recommended by the Board; or

13.5.2 not less than 7 nor more than 35 clear days before the date appointed for the meeting at which his or her appointment is to be considered, notice is given in writing by 2 Shareholders (other than the person to be proposed) qualified to vote at the meeting that they wish to nominate him or her for appointment.
Vacancies on the Board

13.6 Subject to Article 13.2, the Board shall have power at any time to appoint any person who is willing to act as a Trustee, either to fill a vacancy or as an addition to the existing Board, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles.

Terms of office

13.7 Subject to Articles 13.8 and 13.9:

13.7.1 each Nominated Trustee shall hold office for a term of 3 years from the date of their appointment but shall be eligible for re-appointment as a Trustee following the expiry of their term of office;

13.7.2 each Elected Trustee shall hold office until the end of the third annual general meeting of the Society following the annual general meeting at which they were appointed, but shall be eligible for re-appointment as a Nominated Trustee at that annual general meeting; and

13.7.3 a Trustee appointed by the Board to fill a vacancy in accordance with Article 13.6 shall hold office until the end of the first annual general meeting following their appointment, but shall be eligible for re-appointment.

13.8 With the exception of any Trustee who is the Chair as at the date of expiry of his or her third consecutive term of office, after a Trustee has served 3 consecutive terms in office, he or she shall be eligible for re-appointment only after a year has elapsed since he or she retired as Trustee, unless the Board considers it would be in the best interests of the Society for a Trustee to be eligible for re-appointment on his or her retirement for such number of further terms as the Trustees shall resolve.

Vacation of office

13.9 Every Trustee will hold office until he or she vacates office in accordance with Article 13.10.

13.10 A Trustee's term of office automatically terminates if he or she:

13.10.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;

13.10.2 is being treated by a registered medical practitioner who gives a written opinion to the Trustees stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than 3 months;

13.10.3 is absent from meetings of the Board for 6 consecutive months without the consent of the Trustees and the Trustees resolve that his or her office is vacated;

13.10.4 is removed as a Trustee by the Shareholders pursuant to the Act;

13.10.5 resigns by written notice to the Trustees (but only if at least 7 Trustees will remain in office);

13.10.6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;

13.10.7 is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Society that he or she remains a Trustee of the Society; or
13.10.8 receives notice in writing to resign addressed to him or her at his or her address as shown in the register of Trustees and is signed by all the other Trustees.

13.11 A resolution of the Board declaring a Trustee to have vacated office under the terms of Article 13.10 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

13.12 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 of the Board.

14 Proceedings of the Board

14.1 The Trustees must hold at least 4 meetings of the Board each year. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:

14.1.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;

14.1.2 such notice must be given to each Trustee, but need not be in writing; and

14.1.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Society not more than 7 days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).

14.2 7 days' notice of Board meetings shall be given to all Trustees provided that the Chair of the Board may, if he or she is satisfied that the urgency of the matter so requires, convene a meeting on short notice.

14.3 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be the lower of 5 Trustees and one half (rounded to the nearest whole number) of the number of Trustees for the time being holding office.

14.4 Subject to Article 14.5, if the total number of Trustees for the time being is less than the minimum number required by Article 13.2 or the quorum required, the remaining Trustee or Trustees must not take any decision other than a decision to:

14.4.1 appoint an additional Trustee or Trustees to make up such minimum number;

14.4.2 call a general meeting of the Society to enable the Shareholders to appoint further Trustees;

14.4.3 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Society recognised by the relevant insolvency, company, property or charity legislation as from time to time in force; provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.
14.5 If there are no Trustees able or willing to act, any 2 Shareholders may summon a general meeting for the purpose of appointing Trustees. Subject to the provisions of these Articles, any additional Trustee so appointed shall hold office only until the dissolution of the annual general meeting of the Society next following such appointment unless he or she is re-elected during such meeting.

14.6 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14.7 If there is no Chair elected or if at any meeting the Chair is not present within 15 minutes of the time appointed for holding the same, the Trustees present shall choose 1 of their number to be Chair of such meeting.

14.8 Subject to Article 14.10, every decision of the Trustees shall be by a simple majority of the votes cast at a meeting.

14.9 Every Trustee has 1 vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).

Decisions without a meeting

14.10 The Trustees may take a majority decision without holding a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by the Trustees or to which the Trustees have otherwise indicated agreement in writing. A decision made in accordance with this Article 14.10 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

14.10.1 the proposed decision should be communicated by any means, including without limitation by electronic means, to all of the Trustees who are at the relevant time entitled to receive notice of a meeting of the board;

14.10.2 the communication of the proposed decision may contain a long-stop date for receipt of responses from the Trustees, following which the proposed decision shall lapse;

14.10.3 approval from a simple majority of the total number of Trustees must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Trustee nominated in advance by the Trustees for that purpose (Recipient);

14.10.4 the Recipient shall, as soon as reasonably practicable, communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 14.10;

14.10.5 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

14.10.6 the Recipient prepares a minute of the decision and circulates it to the Trustees and the Secretary.
14.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 **Powers of Trustees**

15.1 The Trustees have the following powers in the administration of the Society:

15.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Society in accordance with the Act;

15.1.2 to appoint a Chair from among their number in accordance with Article 16;

15.1.3 to appoint a treasurer, patron (in accordance with Article 17.1) and other honorary offices (including in accordance with Article 18);

15.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

15.1.5 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees;

15.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Society; and

15.1.7 to exercise any powers of the Society which are not reserved to a general meeting.

16 **Chair of the Board**

16.1 The individual holding office as Chair of the Board at the date of adoption of these Articles shall continue to hold such office on his existing terms.

16.2 Subject to Article 16.1, the Board shall appoint one of their number as Chair to hold such office with effect from the annual general meeting following his or her appointment by the Board and until the end of the third annual general meeting following the date of his or her appointment.

16.3 No Trustee shall be eligible for re-election as Chair on more than one occasion.

16.4 In the event of a vacancy in the office of Chair between annual general meetings the Board shall at their next meeting appoint 1 of their number as Chair who shall hold office as such until the end of the succeeding annual general meeting and if re-elected at the meeting shall be eligible for re-election on 1 occasion in accordance with Article 16.1.

16.5 A Chair who is no longer eligible for re-election as Chair shall cease to hold office as a Trustee at the end of the annual general meeting that succeeds the annual general meeting at the end of which he or she became so ineligible.

17 **Patron**

17.1 Subject to the provisions of this Article 17.1, the Trustees may by resolution of not less than 75% of their number (rounded-up to the nearest whole number) from time to time and in their absolute discretion appoint and remove any person or persons as a patron of the Society.
18  **Honorary Vice President**

18.1 Subject to the provisions of this Article 18.1, the Trustees may by resolution of not less than 75% of their number (rounded-up to the nearest whole number) from time to time and in their absolute discretion appoint and remove any former Trustee as an honorary vice president of the Society.

18.2 Any person appointed as an honorary vice president shall be entitled to admission to the Gardens at such times and on such days as they are open to admit the public without payment of any sum to the Society.

19  **Secretary**

19.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Board at such remuneration and on such terms and conditions as it thinks fit and any Secretary so appointed may be removed by them but without prejudice to any claim for damages for breach of any contract of services between him or her and the Society.

19.2 No person shall be appointed to hold the salaried position of Secretary who is a Trustee or a corporation in which a Trustee is interested.

20  **Delegation**

20.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated.

20.2 The Board may also delegate to any committee consisting of two or more Trustees and one or more other individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit provided that:

20.2.1 a majority of the members of a committee shall be Trustees; and

20.2.2 no resolution of a committee shall be effective unless a majority of those present when it is passed are Trustees.

20.3 Every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

20.4 The Board may at any time revoke any delegation in whole or part or alter its terms.

21  **Advisory board**

21.1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Society. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.
22 **Benefits to Shareholders and Trustees**

22.1 Subject to Articles 22.2 and 22.3, the income and property of the Society shall be applied solely towards the promotion of the Objects and shall not be paid or distributed directly or indirectly by dividend, bonus or otherwise by way of profit to any Shareholder or to any Trustee and no such Shareholder or Trustee shall be appointed to any office of the Society paid by salary or fees or receive any remuneration or other benefit in money or money’s worth from the Society.

22.2 Nothing in Article 22.1 shall prevent any payment in good faith by the Society:

22.2.1 of reasonable remuneration to any Shareholder (who is not also a Trustee) for any goods or services supplied to the Society by the Shareholder;

22.2.2 of interest on money lent to the Society by any Shareholder (who is not also a Trustee) at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;

22.2.3 of reasonable and proper rent for premises demised or let to the Society by any Shareholder (who is not also a Trustee);

22.2.4 of the reasonable out-of-pocket expenses incurred by the Trustees in discharging their duties as Trustees;

22.2.5 of fees, remuneration or other benefit in money or money’s worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company; or

22.2.6 of any premium in respect of any indemnity insurance to cover any of the liabilities of the Trustees referred to in Article 4.1.25.

22.3 Notwithstanding the provisions of Article 22.1, each share shall entitle the Shareholder who holds it (or any other individual nominated by him) to be admitted to the Gardens at such times and on such days as they are open to admit the public without payment of any sum to the Society.

22.4 This Article may not be amended without prior written consent of the Commission.

23 **Declaration of Interests**

23.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Society or any situation or matter in relation to the Society that is, or possibly may be, a Conflict of Interest.

23.2 In the case of any proposed transaction or arrangement with the Society in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Society enters into the transaction or arrangement.

23.3 In the case of any existing transaction or arrangement that has been entered into by the Society or any situation or matter in relation to the Society in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

23.4 Any declaration must be made in accordance with the provisions of the Act:

23.4.1 at a meeting of the Board; or
23.4.2 by notice in writing to the Trustees; or
23.4.3 by general notice to the Trustees.

23.5 A Trustee is not required to declare an Interest:

23.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

23.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

23.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).

23.6 The Society will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees will prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

24 Conflicts of Interest

24.1 Subject to Article 25, a Trustee has a duty under the Act to avoid a transaction or arrangement (including a transaction or arrangement with the Society), situation or matter in which he or she has, or may have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Society could take advantage of the property, information or opportunity).

25 Participation in decision-making

25.1 Subject to Article 25.2, if a Trustee’s Interest cannot reasonably be regarded as likely to give rise to a Conflict of Interest with or in respect of the Society, he or she may participate in the decision-making process, be counted in the quorum and vote in relation to the matter.

25.2 Any uncertainty about whether a Trustee’s Interest can or cannot reasonably be regarded as likely to give rise to a Conflict of Interest with or in respect of the Society shall be determined by a majority decision of those Trustees who are not so subject to the same Conflict of Interest (the "unconflicted Trustees") and the relevant Trustee shall withdraw from that part of the meeting at which the determination is to be made and shall not be counted in the quorum or vote on the determination.

25.3 If a Trustee’s Interest gives rise (or could reasonably be regarded as likely to give rise) to a Conflict of Interest with or in respect of the Society, he or she must comply with Article 25.4 in relation to the transaction, arrangement, situation or matter, unless:

25.3.1 the Trustee will or may receive a Benefit permitted by Articles 22.2.4 to 22.2.6 (inclusive); or

25.3.2 a majority of the unconflicted Trustees decide that it would be in the best interests of the Society to allow the conflicted Trustee to participate in the decision-making process, be counted in the quorum or vote in relation to the transaction, arrangement, situation or matter;

and in all other circumstances he or she must comply with Article 25.4.

25.4 If a Trustee with a Conflict of Interest or duty is required to comply with this Article 25.4, he or she must:
25.4.1 withdraw from that part of any meeting at which the relevant transaction, arrangement, situation or matter is to be discussed unless expressly invited to remain in order to provide information;

25.4.2 not be counted in the quorum for that part of any meeting at which the relevant transaction, arrangement, situation or matter is discussed;

25.4.3 withdraw during the vote and have no vote on the relevant transaction, arrangement, situation or matter; and

25.4.4 not sign any written resolution in relation to the relevant transaction, arrangement, situation or matter (except where required to do so to confirm a resolution of the other Trustees).

25.5 The unconflicted Trustees may also exclude the Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.

25.6 In this Article, references to a Trustee include references to any person who is Connected to that Trustee.

26 **Records and accounts**

26.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

26.1.1 annual reports;

26.1.2 annual returns; and

26.1.3 annual statements of account.

26.2 The Trustees must keep proper records of:

26.2.1 all proceedings at general meetings;

26.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);

26.2.3 all reports of committees; and

26.2.4 all professional advice obtained.

26.3 Accounting records relating to the Society must be made available for inspection by any Trustee at any reasonable time during normal office hours.

26.4 A copy of the Society’s latest available statement of account must be supplied on request to any Trustee or Shareholder, or to any other person who makes a written request and pays the Society’s reasonable costs, within 2 months of such request.

27 **Notices**

27.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.

27.2 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.
27.3 The Society may deliver a notice or other document to a Shareholder by:

27.3.1 delivering it personally to the Shareholder;

27.3.2 post or hand delivery to the Shareholder's address shown in the register of Shareholders;

27.3.3 electronic mail to an address notified by the Shareholder in writing; or

27.3.4 by means of a website in accordance with Articles 27.4 and 27.5.

27.4 Notices, resolutions, documents or information may be sent or supplied to Shareholders by means of a website provided that a Shareholder has consented to receive notices, resolutions, documents or information in that way. A Shareholder will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Society to agree to receive notices, resolutions, documents and information through a website and the Society has not received a response within the period of 28 days beginning with the date on which the Society's request was sent. A Shareholder is not taken to have so agreed if the Society's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

27.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Shareholder shall be notified in accordance with Articles 27.3.1, 27.3.2 or 27.3.3 of:

27.5.1 its presence on the website;

27.5.2 the address of the website;

27.5.3 the place on the website where it may be accessed; and

27.5.4 how to access it.

27.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Shareholder when the notice, resolution, document or other information is first made available on the website or, if later, when the Shareholder is deemed to have received the notification given under Article 27.5 in accordance with the relevant provisions of 27.7.

27.7 Subject to Article 27.6, any notice, resolution, document or other information sent or supplied to Shareholders in accordance with these Articles is to be treated for all purposes as having been received:

27.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

27.7.2 2 clear days after being sent by first class post to that address;

27.7.3 3 clear days after being sent by second class or overseas post to that address;

27.7.4 on being handed to the Shareholder (or, in the case of a member organisation, its authorised representative) personally; or, if earlier

27.7.5 as soon as the Shareholder acknowledges actual receipt.
28 **Indemnity**

28.1 The Society may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

29 **Dissolution**

29.1 If upon the winding-up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the Shareholders of the Society, but shall be given or transferred to:

29.1.1 one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or

29.1.2 directly for the Objects or charitable purposes within or similar to the Objects; or

29.1.3 if and so far as effect cannot be given to the provisions of sub clauses (a) or (b) to some other charitable purpose, provided that such charitable bodies and purposes shall be determined by the Trustees at or before the time of winding-up or dissolution. Before making this determination the Trustees will consult the Shareholders, but are not bound to act in accordance with the wishes expressed by the Shareholders.

30 **Model articles**

30.1 The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Society.

31 **Interpretation**

31.1 In these Articles:

**the Act**: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

**these Articles**: means these articles of association

**authorised representative**: means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Society and whose name is given to the Secretary

**BCWEZS**: means the unincorporated charity (registered charity number 203695) constituted by a deed of indenture dated 12 June 1837 (as amended by The Bristol, Clifton and West of England Zoological Society Acts of 1901 and 1969 and Parliamentary Order of 2000) and known as "The Bristol, Clifton and West of England Zoological Society"

**Benefit**: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

**Board**: means the board of trustees of the Society

**Chair**: means the Chair of the Board appointed in accordance with Article 16

**the Society**: means the company governed by these Articles

**charity trustee**: has the meaning prescribed by section 177 of the Charities Act 2011

**clear day**: means 24 hours from midnight following the relevant event
**the Commission**: means the Charity Commission for England and Wales

**Conflict of Interest**: means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Society and includes a conflict of interest and duty and a conflict of duties

**Connected Person**: means any person falling within one of the following categories:

(a) any spouse or civil partner of a Trustee or a Shareholder;

(b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Shareholder who is financially dependent on such Trustee or Shareholder or on whom the Trustee or Shareholder is financially dependent;

(c) the spouse or civil partner of any person in (b);

(d) any other person in a relationship with a Trustee or Shareholder which may reasonably be regarded as equivalent to that of a spouse or civil partner; or

(e) any company, LLP or partnership of which a Trustee or Shareholder is a paid director, member, partner or employee or a holder of more than 1/100th part of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Shareholder is referred to in these Articles as **Connected** to that Trustee or Shareholder

**electronic means**: has the meaning set out in Section 1168(4) of the Act

**Existing Share**: means a share held in BCWEZS under the terms of a deed of indenture dated 12 June 1837 (as amended by The Bristol, Clifton and West of England Zoological Society Acts 1901 and 1969 and Parliamentary Order of 2000)

**Gardens**: has the meaning given in Article 4.1.1

**Interest**: means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is Interested in it

**month**: means calendar month

**Office**: means the registered office of the Society from time to time

**Secretary**: means the secretary of the Society or if no secretary has been appointed, the person to carry out the duties of the secretary of the Society

**Shareholder**: means a member of the Society for the purposes of, and as defined by, the Act (and **Shareholders** means all of them)

**Subsidiary Company**: means any company in which the Society holds:

(a) more than 50% of the shares; or

(b) more than 50% of the voting rights attached to the shares; or

(c) the right to appoint one or more of the directors.

**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 each of the directors of the Society under the Act (and **Trustees** means all of the directors)

**written or in writing:** refers to a legible document on paper (including a fax message) or in electronic form (including an email)

**year:** means calendar year.

31.2 Expressions defined in the Act have the same meaning.

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

31.4 Any reference to a "meeting" means a meeting convened and held in any manner permitted by these Articles, including without limitation a general meeting of the Company at which some or all persons entitled to be present attend and participate by means of electronic facility or facilities, and such persons shall be deemed to be present at that meeting for all purposes of the Act and these Articles and "attend" and "participate", "attending" and "participating" and "attendance" and "participation" shall be construed accordingly.

31.5 Any reference to "electronic facilities" includes, without limitation, website addresses and conference call systems, or any other device, system, procedure, method, platform or facility providing an electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting determined by the Trustees pursuant to Article 12.5.

31.6 Any reference to a place of a general meeting or annual general meeting shall include a physical location and any electronic facility on which it is held.

31.7 Nothing in these Articles shall preclude the holding and conducting of a meeting in such a way that permits the simultaneous attendance and participation at a physical place anywhere in the world, and by means of electronic facility or facilities or exclusively by means of electronic facility.