

Company Number 06521048

The Companies Act 1985 and the Companies Act 2006

**Private Company Limited by Guarantee
and not having a share capital**

Memorandum of Association

of

National Parks England

1. The Company's name is National Parks England.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - 3.1. to promote, support and further the interests and policies of the members of the Company in any manner;
 - 3.2. to give effect to the opinions of the members of the Company on all matters relevant to the activities of the members of the Company;
 - 3.3. to act as a lobbyist for the members of the Company and to represent and express the opinions of the members of the Company to, and negotiate the same with, local, national and (where appropriate) regional government, Parliament and its members, European and other international institutions and other appropriate bodies;
 - 3.4. to act as a forum to facilitate debate about matters of common concern to the members of the Company;
 - 3.5. to provide information on the activities of the members of the Company and any issues of relevance to the members of the Company to the public and other bodies and organisations;
 - 3.6. to establish and maintain links with other organisations, local, regional, national and international, which undertake activities relevant to any of the members of the Company; and
 - 3.7. to engage and undertake appropriate activities with any or all of the Association of National Park Authorities, the Welsh Association of

National Park Authorities and the Scottish and Northern Irish National Park Authorities (including any successor or replacement bodies) to achieve mutual objectives in the interests of all National Park Authorities in the United Kingdom.

4. In furtherance of the principal objects, the Company shall have the following powers:
 - 4.1. to undertake any activities which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses or activities of the Company;
 - 4.2. to engage with policy makers locally, regionally, nationally and internationally with a view to their supporting the activities of the members of the Company, to enhance engagement at all levels in relation to the members of the Company and to undertake any activity incidental or conducive to any of the above objects;
 - 4.3. to act in any manner which will, in the opinion of the board of directors, create, foster and manage on-going relationships at local, regional, national and international levels, which are designed to or may contribute to any of the above objects;
 - 4.4. to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to manage, construct, repair, maintain, improve and alter buildings or erections;
 - 4.5. to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
 - 4.6. to purchase or otherwise acquire plant and machinery including, without limitation, computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
 - 4.7. to borrow or raise money on such terms and on such security as may be thought fit;
 - 4.8. to take and accept any gift of money, property or other assets whether subject to any special trust or not;
 - 4.9. to raise funds and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company by way of subscription, gift, loan, grant, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disown any gift, legacy or bequest in whole or in part in such circumstances as the directors of the Company may think fit;

- 4.10. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.11. to deposit or invest monies of the Company not immediately required for its purposes in or upon such investments, securities or property as the directors of the Company may think fit and to hold or otherwise without limit deal with any investments so made;
- 4.12. to retain the monies of the Company or any part thereof (including any uninvested money) in their actual state and condition for such period or periods and for such purpose or purposes as the directors of the Company may think fit and to vary or transpose the mode of investment of the said monies;
- 4.13. to permit any investments comprised in the monies of the Company to be held in the name of any clearing bank, any trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.14. to make grants or lend or advance money or give credit on any terms and with or without security to any person, firm or company, and to enter into guarantees, contracts of indemnity or suretyships of all kinds;
- 4.15. to make any donations in cash or assets;
- 4.16. to establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any associations or institutions;
- 4.17. to undertake and execute charitable trusts;
- 4.18. to enter into contracts to provide services to or on behalf of other bodies;
- 4.19. subject to the provisions of clause 5 of this Memorandum of Association to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and to make any reasonable and necessary provision for the payment of pensions, annuities, gratuities, superannuation or other allowances, benefits, or charitable aid and generally to provide advantages, facilities or services to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 4.20. to amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such

payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

- 4.21. to acquire and undertake or to promote any other company for the purpose of acquiring and undertaking all or any part of the business goodwill property assets liabilities and engagements of any persons corporations societies or other bodies carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on;
- 4.22. to subscribe for, take, purchase, 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 other company constituted or carrying on business in any part of the world, and debentures, debentures stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;
- 4.23. to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies or to make payments by way of grants or subsidies or otherwise and any other arrangement which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 4.24. to act as agents or brokers or as trustees for any person, firm or company, and to undertake and perform sub-contracts;
- 4.25. to publish or distribute information, periodicals, magazines, books, leaflets or other documents or films or recorded tapes or compact disks or to publish or distribute information by electronic means;
- 4.26. to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 4.27. to promote or carry out research and to disseminate the results of any such research;
- 4.28. to co-operate and enter into arrangements with academic institutions, public bodies, charities, not-for-profit undertakings, community groups, voluntary organisations, private sector bodies and other organisations;
- 4.29. to appoint and constitute such advisory or other committees as the directors of the Company may think fit;
- 4.30. to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;

- 4.31. to purchase and maintain, for the benefit of any director, officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of Companies Act 1985 or as otherwise permitted under the Companies Act 2006 and, subject to the provisions of the Companies Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer or auditor and, subject also to the provisions of the Companies Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing but subject to the provisions of the Companies Act, to grant any such indemnity after the occurrence of the event giving rise to any such liability;
- 4.32. to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company and to novate or otherwise assume any contracts or obligations entered into prior to incorporation of the Company as the directors may think fit;
- 4.33. to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 4.34. to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.

And so that:

- (a) None of the objects or powers set forth in this Memorandum of Association shall be restrictively construed but the widest interpretation shall be given to each such object or power, and none of such objects or powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or power or objects or powers set forth in such clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
- (b) None of the objects or powers herein specified shall be deemed subsidiary or ancillary to any of the objects or powers specified in any other part of this Memorandum of Association, and the Company shall have as full a power to exercise each and every such object or power as if each contained the objects or powers of a separate company.
- (c) The word 'company' in clauses 3 and 4, except where used in reference to the Company, shall be deemed to include any partnership or other body of

persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- (d) In clauses 3 and 4 the expressions 'holding company' and 'subsidiary' shall have the meanings given to them respectively by section 736 of the Companies Act 1985 and the expression 'subsidiaries' shall include a subsidiary undertaking as defined by section 258 of the Companies Act 1985.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- 5.1. of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
- 5.2. of interest on money lent by a member or director of the Company at a reasonable rate per annum;
- 5.3. to any director of reasonable out-of-pocket expenses;
- 5.4. of fees, remuneration or other benefit in money or money's worth to a Company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;
- 5.5. of reasonable and proper rent for premises demised or let by any member of the Company or any director; and
- 5.6. without prejudice to clause 5.1 of this Memorandum of Association, of remuneration to any director for the supply of goods or services to the Company in return for payment or other material benefit otherwise than in respect of the employment of the director by the Company but only if the goods or services are actually required by the Company and the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services; Provided that at no time shall a majority of the directors benefit under this provision and that a director shall not be counted in the quorum and shall withdraw from that part of any meeting at which his appointment or remuneration is under discussion.

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within 1 (one) year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00 (one pound).
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not (subject to the following provisions of this clause 8) be paid to or distributed among the members of the Company, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 hereof, such body or bodies to be determined by not less than two-thirds of the directors of the Company then entitled to attend and vote at meetings of the directors at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.
9. Words and expressions defined in the Articles of Association of the Company have the same meaning in this Memorandum of Association.
10. Unless the context otherwise requires, words or expressions contained in this Memorandum of Association bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when this Memorandum of Association becomes binding on the Company.
11. Save as otherwise expressly provided, references in this Memorandum of Association to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
12. In this Memorandum of Association, references to persons shall, unless the context otherwise provides, include corporations and references to masculine, feminine and neuter shall encompass a reference to any of them and references to the singular shall include the plural and vice versa.