

THE COMPANIES ACT 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE SCOTTISH WILDLIFE TRUST

(as amended by Special Resolutions passed on 13 November 1982, 6 October 2001 and 23 June 2007)

1. The name of the Company (hereinafter called "the Trust") is "THE SCOTTISH WILDLIFE TRUST".
2. The registered office of the Trust will be situated in Scotland.

Object

- 3 The object for which the Trust is established is to advance the conservation of Scotland's biodiversity for the benefit of present and future generations.

Powers

- 4 For the purpose of the Trust's object (but not otherwise), and not exclusively but as may be determined by the Council, the Trust may:-

Conservation

- 4.1 safeguard and enhance the range of native habitats and species through the management of wildlife reserves;
- 4.2 advocate, encourage, influence, advise and campaign for best conservation practice and land, sea and freshwater management practice in ways that favour biodiversity, ecosystem health and sustainable development;
- 4.3 undertake practical and direct action, in partnership or independently, to protect threatened habitats and wild places at both local and national levels on Scotland's land, water and seas;
- 4.4 take account of other aspects of the natural heritage, which wildlife is dependent on or contributes to, such as geology, landforms, wild places and landscapes;
- 4.5 promote the participation by groups of individual members in the object of the Trust;

- 4.6 encourage a diverse range of people to be increasingly knowledgeable about, and actively engaged in, conservation, wildlife and safeguarding natural resources and the environment;
- 4.7 promote and undertake research into and the gathering and sharing of information on wildlife habitats and species to improve their conservation;
- 4.8 improve people's quality of life through supporting a biodiversity-led approach to the management and design of the built-environment;

Printed and Other Media

- 4.9 promote and encourage the object of the Trust by means of the circulation of all forms of printed matter and electronic, digital and other media, and publish, print and sell books, papers, circulars, periodicals, disks, CD ROMs, DVDs, audio and video cassettes or any other appropriate media, and establish, maintain and operate internet web-sites and other platforms for the circulation of electronic, digital and other material and, by means of the organisation of tours, rambles, excursions and the like, encourage the collection and dissemination of knowledge useful for, or conducive to, the object of the Trust;
- 4.10 promote lectures and meetings, and by those means and by wireless, sound and video recording and projecting instruments, computers, the internet and all other forms of electronic, digital and other communication, photographs, exhibitions, libraries and collections of relics, designs, drawings, models, and objects which are of biological or historic interest, disseminate knowledge useful for, and conducive to, the object of the Trust, and levy such admission charges, if any, which the Trust may from time to time deem to be appropriate;

Property

- 4.11 manufacture, buy, sell, rent, let on hire and deal in all articles and commodities, of whatsoever nature, as may be deemed suitable or desirable for promoting the object of the Trust;
- 4.12 purchase, lease, or otherwise acquire and hold any real or personal property or land in Scotland and any rights or privileges necessary, convenient, or desirable for the object of the Trust, and construct, alter and maintain any houses or buildings required for such object; and sell, improve, develop, lease to other bodies or organisations with objects similar to that of the Trust or otherwise let on hire, mortgage, dispose of, or otherwise deal with all or any of such property, rights or privileges;
- 4.13 exchange, sell, or otherwise turn to account any portions of any lands or buildings held by the Trust, being not of sufficient botanical, zoological, geological, archaeological, or other scientific or educational interest to the Trust, and acquire or receive in exchange other lands or buildings suitable for the object of the Trust, provided that the exercise of such powers of exchange and sale does not conflict in any way with the object of the Trust;

Co-operation with others

- 4.14 purchase or otherwise acquire and take over all or any part of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies having objects similar to that of the Trust which the Trust may lawfully acquire and take over, and amalgamate with any such companies, societies, associations or bodies;
- 4.15 co-operate with any person or body having an object the same as or similar to that of the Trust or with whom it is otherwise necessary or desirable to co-operate for the achievement of the Trust's object and promote any company or other incorporated body formed for the purpose of carrying on any activity which the Trust is authorised to carry on or to carry on the business of sale or supply of goods and services which can be sold or supplied for the purposes of, or otherwise in connection with, the Trust's object;
- 4.16 act in concert, or make any arrangements with any statutory body, now or hereafter constituted, or with any residents or property owners or any body representing the same (including any community council) or any other environmental body, with a view to promoting the object of the Trust;
- 4.17 establish and maintain accommodation and visitor centres, and provide and sell refreshments of all kinds, printed matter and other goods to persons visiting or frequenting the premises of the Trust;

Financial Matters

- 4.18 accept subscriptions, donations, legacies and grants and apply the same for the object of the Trust;
- 4.19 make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments;
- 4.20 borrow or raise and secure the payment of money on mortgage of the property of the Trust, or in such manner as the Trust may think fit;
- 4.21 invest the moneys of the Trust not immediately required for its object in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided in clause 4.28;

Staff

- 4.22 employ staff and obtain professional assistance of all kinds, and remunerate any person for services rendered;

General

- 4.23 undertake and execute any trusts which may lawfully be undertaken by the Trust and which may be conducive to its object;
- 4.24 pay out of the funds of the Trust all expenses which the Trust may lawfully pay for, or incidental to, the restructuring and registration of, or the raising of money for, the Trust;
- 4.25 purchase and maintain insurances against all or any losses, damages, risks and liabilities which may affect the Trust or its activities in any way; and
- 4.26 do all such other things as are incidental or conducive to the attainment of the object of the Trust.

Provided that:-

- 4.27 nothing in this clause shall authorise the Trust to do anything which is not both exclusively charitable according to the law of Scotland for the time being and for a purpose recognised as being charitable for the purposes of section 7 of the Charities and Trustee Investment (Scotland) Act 2005 as subsequently amended and re-enacted;
- 4.28 in case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 4.29 the Trust shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Trust would make it a Trade Union; and
- 4.30 in carrying out its object the Trust shall have regard to the principles and practice of biodiversity conservation and the sustainable management of natural resources.

Application of income and property

- 5 The income and property of the Trust, regardless of its source, shall be applied solely towards the promotion of the object of the Trust as set forth in this Memorandum of Association, and no part of it shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Trust.

Nothing contained in this clause shall prevent:-

- 5.1 the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust, or to any member of the Trust, in return for any services actually rendered to the Trust; or

- 5.2 the payment of interest at a normal commercial lending rate or reasonable and proper rent for premises demised or let by any member to the Trust; or
- 5.3 the purchase by the Trust of insurance for the benefit of any member of Council or other governing body (an "officer") against any liability which by virtue of any rule of law would otherwise attach to that officer in respect of any negligence, default, breach of duty or breach of trust of which any officer may be guilty in relation to the Trust.

However no officer shall be appointed to (a) any salaried office of the Trust or any office of the Trust paid by fees; and (b) no remuneration or other benefit in money or money's worth shall be given by the Trust to any officer, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust. The prohibition of such payments shall not apply to (i) any payment to any company of which an officer may be a member, and in which that officer shall not hold more than one-hundredth part of the capital, and such officer shall not be bound to account for any share of profits received in respect of any such payment; and (ii) any payment made in the circumstances permitted by section 67 of the Charities and Trustee Investment (Scotland) Act 2005.

Limited Liability

- 6 The liability of the members is limited.
- 7 Every member of the Trust undertakes to contribute to the assets of the Trust in the event of its being wound up whilst a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Trust contracted before ceasing 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 One Pound Sterling.

Winding Up

- 8 If upon the winding up or dissolution (except in the case of a reconstruction, or amalgamation between trusts having similar objects) of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust but shall be given or transferred, for the benefit of the wildlife of Scotland and thereby the people of Scotland, to a charitable body or bodies having objects similar to the object of the Trust, such body or bodies to be determined by the Council of the Trust and approved by the Trust in general meeting at or before the time of dissolution, or in default thereby by a competent Court of Law; and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object."

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers:

CHARLES GIBSON CONNELL, 10 Duke Street, Edinburgh - Writer to the Signet

GEORGE WATERSTON, 21 Regent Terrace, Edinburgh - Ornithologist

IAN D PENNIE, The Hollies, Golspie, Sutherland - Medical Practitioner

ROBERT ERSKINE-HILL, Quothquhan Lodge, Biggar, Lanarkshire - Chartered Accountant

ERIC J IVORY - 6 Whitehouse Terrace, Edinburgh - Trust Company Manager

C E PALMAR - 5 University Avenue, Glasgow - Museum Curator

ARTHUR BRYCE DUNCAN, Gilchristland, Closeburn, Thornhill, Dumfriesshire - Farmer

DATED the 14 day of April 1964

Witness to the above Signatures:

KENNETH M CAMPBELL

10 Duke Street
Edinburgh