

Company number: 412621

Charity number: 313364 and SCO39870

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

FIELD STUDIES COUNCIL

(As altered by Special Resolutions passed on 26th June 1952, 8th December 1955, 21st February 1969, 12th May 1979, 13th October 1999, 8th October 2003, 19th July 2008, 7th July 2012 and 22 August 2017)

Incorporated on 13th June 1946

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

FIELD STUDIES COUNCIL

1. NAME

The name of the Company is 'Field Studies Council' (hereinafter referred to as 'FSC').

2. LIMITED LIABILITY

The liability of Members is limited.

3. GUARANTEE

Every Member promises, if FSC is dissolved while they remain a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by FSC while they were a Member.

4. OBJECTS

The objects of FSC (the 'Objects') are:

- 4.1 to promote the benefit of the general public by the pursuit and encouragement of field studies in the arts and the sciences with which such studies are consistent or in the opinion of FSC can be advantageously or usefully carried out;
- 4.2 to advance the education of the public in every kind of field work in any such arts and sciences, and to establish, equip and maintain in England, Scotland, Wales, Northern Ireland or elsewhere a centre or centres for field studies, research, meetings and lectures, instruction or by any other charitable means as FSC determines; and
- 4.3 to promote the benefit of the general public by the protection and preservation of the environment including educating the public in the benefits to the environment of sustainable practices.

Nothing in these Articles shall authorise an application of the property of FSC for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

5. POWERS

FSC has the following powers, which may be exercised only in promoting the Objects:

- 5.1 at such centre or centres or elsewhere to provide and maintain properly equipped research and educational accommodation, and to employ and pay expert administrative and other staff in connection therewith or any other of the objects of FSC;
- 5.2 to collect, print and publish and to sell, lend and distribute any books, papers, treatises, illustrations, photographs, letterpress or other communications or information relating to such arts and sciences, including any reports of the proceedings and matters of FSC;
- 5.3 to invite from the members of FSC and other persons contributions, whether by way of annual or other subscriptions, donations or bequests, for carrying into effect the objects of FSC, and to promote them by making grants or donations;
- 5.4 to establish or undertake the direction or supervision of or contribute to matters, whether of a legal nature or otherwise, directly promoting the objects of FSC;
- 5.5 to provide residential accommodation, cater for and to sell articles, printed matter and other commodities to students and staff of FSC where suitable facilities are not otherwise available;
- 5.6 to grant pensions and allowances, or to purchase from any Government department or insurance company pensions or annuities for employees or former employees of FSC or their dependents or connections, and to make payments towards insurance;
- 5.7 to acquire and take over and apply for the purposes and objects of FSC all or any of the assets and liabilities of any association or corporation having objects similar to FSC;
- 5.8 to apply for and obtain any rights, concerns and privileges from, and to enter into any arrangements that are conducive to the objects of FSC with any authorities (supreme, local or otherwise);
- 5.9 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any right or privileges which are necessary or expedient for the promotion of its objects, and to construct, maintain, restore and alter any buildings or erections, grounds, parks or nature reserves, for the benefit and protection of the environment or as necessary or convenient for the work of FSC;
- 5.10 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of FSC as are expedient with a view to the promotion of its objects;
- 5.11 to carry out operations intended to prevent or reduce potential for pollution or to remedy or mitigate the effects of any pollution on lands polluted by a previous activity, both on lands owned or taken on lease by FSC or on other lands, where such operations are conducive to the objects of FSC and to promote these to encourage the more sustainable use of resources by others;

- 5.12 to undertake and execute any trusts which may lawfully be undertaken by FSC and are conducive to its objects;
- 5.13 to borrow or raise money for the purposes of FSC on such terms and on such security as may be thought fit;
- 5.14 to invest the monies of FSC not immediately required for its purposes 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 hereinafter provided;
- 5.15 to carry out any of these objects either as principal or agent, to co-operate with any other person, body or institution whatsoever in so doing on such terms as may be determined, and to employ such person or persons in such capacity or capacities and to remunerate any person for services rendered or to be rendered in such manner as may be determined, subject as hereinafter mentioned;
- 5.16 to provide indemnity insurance for Trustees (but only to the extent permitted by section 189 of the Charities Act); and
- 5.17 to do all such other things permitted by law as are incidental or conducive to the attainment of the Objects;

Provided that:-

- 5.18 in case FSC shall take or hold any property which may be subject to any trusts, FSC shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 5.19 the objects of FSC shall not extend to the regulation of relations between staff and employers or organisations of staff or organisations of employers; and
- 5.20 in case FSC shall take or hold any property subject to the jurisdiction of the Commission, FSC shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.

6. TRUSTESHIP AND MEMBERSHIP

- 6.1 FSC must maintain a register of Members.
- 6.2 The Members shall be the persons who are appointed and hold office as Trustees for the time being under these Articles. A person shall automatically cease to be a Member when he or she ceases to be a Trustee and the Secretary shall at any time remove his or her name from the register of Members. No person may withdraw from Membership except on ceasing to be a Trustee. Membership is not transferable. Every person who becomes a Trustee must (before or after appointment) sign a declaration of willingness to act as a Charity Trustee and a Member of FSC.

- 6.3 Any person who is appointed as a Trustee will automatically, by virtue of that appointment, become a Member of FSC and the Secretary shall enter his/her name in the register of Members. No person other than a Trustee may be admitted as a Member of FSC.
- 6.4 Trusteeship is terminated if the Trustee concerned:
- 6.4.1 is disqualified under the Charities Act from acting as a Charity Trustee or is prohibited by law from being a director of a company;
 - 6.4.2 has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months in the opinion given in writing to FSC of a registered medical practitioner who is treating that Trustee;
 - 6.4.3 is removed from Trusteeship by resolution of the Trustees on the ground that in their reasonable opinion the Trustee's continued Trusteeship is harmful to FSC (the Trustees may only pass such a resolution after notifying the Trustee in writing and considering the matter in the light of any written representations which the Trustee concerned puts forward within 14 clear days after receiving notice);
 - 6.4.4 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 6.4.5 gives written notice of resignation to FSC (but only if at least twelve Trustees will remain in office);
 - 6.4.6 pursuant to section 168 of the Companies Act is removed by resolution of the Members; or
 - 6.4.7 retires as set out in Articles 9.5 or 9.6.
- 6.5 Trusteeship of FSC is not transferable.

7. INFORMAL MEMBERS AND AFFILIATES

- 7.1 The Trustees may establish different classes of informal membership, prescribe their respective rights, privileges and duties and set the amounts of any subscriptions. 'Informal membership' refers to a supporter of FSC who may be called a 'member' but is not a Trustee of FSC as defined in Article 6 nor a Member of FSC under company law. Informal members may be individuals, groups or bodies corporate. The Trustees may permit some or all classes of informal members to nominate prospective Trustees, but the appointment of Trustees shall be by the Trustees in accordance with Article 9.3.
- 7.2 The Trustees may establish relationships between FSC and other bodies, which the Trustees may refer to as "affiliated bodies", and prescribe the terms of any such relationships.

8. MEETINGS OF MEMBERS AND TRUSTEES

- 8.1 Meetings of the Trustees in their capacity as directors of FSC are meetings of the Board of Trustees; meetings of those persons in their capacity as Members are meetings convened specifically as general meetings of the Members.

General Meetings of the Members

- 8.2 A general meeting of the Members may be called at any time by the Trustees or by the Chair or the Secretary. General meetings of the Members are to be called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by at least 90% of the Members having a right to attend and vote at that meeting.
- 8.3 A quorum at a general meeting of the Members is the number equal to half of the Members, subject to a minimum of seven Members, present in person or by proxy. Every Member present in person or by proxy has one vote on each issue.
- 8.4 The President, or (if no Trustee has been designated as President, or if the President is unable or unwilling to do so) the Chair or (if no Trustee has been designated as Chair, or if the Chair is unable or unwilling to do so) some other Trustee elected by those present, presides at a general meeting of the Members.

Meetings of the Board of Trustees

- 8.5 Trustees are entitled to attend meetings of the Board of Trustees either personally or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants.
- 8.6 A quorum at a meeting of the Board of Trustees is the number equal to half of the Trustees, subject to a minimum of seven Trustees. Any meeting of the Board of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees as directors of FSC. The quorum for a meeting of any committee or group established by the Trustees shall be as determined by the Trustees.
- 8.7 The Chair or (if no Trustee has been designated as Chair, or if the Chair is unable or unwilling to do so) some other Trustee elected by those present presides at a meeting of the Board of Trustees.
- 8.8 The general rule about decision-making by the Trustees is that, except where otherwise provided by the Articles or the Companies Act, any decision of the Trustees must be either a majority decision at a meeting of the Board of Trustees or a decision taken in accordance with Article 8.10.
- 8.9 Unless disqualified from voting by law or these Articles, every Trustee present at a meeting of the Board of Trustees has one vote on each issue.

- 8.10 The Trustees may take a decision without holding a meeting of the Board of Trustees by indicating to each other by any means, including without limitation by electronic means, that a majority of them 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 each Trustee or to which each Trustee has otherwise indicated agreement in writing. A decision made in accordance with this Article 8.10 shall be as valid and effectual as if it has been passed at a meeting duly convened and held and shall be effective as of the time the Secretary of FSC becomes aware that a majority of the Trustees have indicated their common view on the matter.
- 8.11 The Trustees shall hold at least two meetings of the Board of Trustees in each calendar year. A meeting of the Board of Trustees may be called at any time by any two Trustees or by the Chair or the Secretary.
- 8.12 The Trustees may from time to time invite observers to their meetings, but any such observer will not be entitled to vote.
- 8.13 A procedural defect at any meeting of the Board of Trustees of which the Trustees are unaware at the time does not invalidate any decision taken at that meeting. This Article does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Board of Trustees or of a committee of Trustees if, but for this Article, the resolution would have been void, or if the Trustee failed to disclose any interest as required by law.

9. THE TRUSTEES

- 9.1 The Trustees as Charity Trustees and as directors of FSC have and are responsible for the general control and management of the activities and administration of FSC and its property and funds.
- 9.2 There shall be not less than twelve and not more than twenty-seven Trustees. If the number of Trustees shall fall below twelve, the remaining Trustees must act to appoint further Trustees as required.
- 9.3 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by a decision of the Trustees, subject to the maximum number of Trustees not being exceeded.
- 9.4 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.
- 9.5 A Trustee's first term of office is for a period of six years commencing on the day the appointment takes effect, subject in all cases to earlier termination as set out in Article 6.4.1 to 6.4.6. A Trustee shall automatically and immediately retire as a Trustee on the expiry of his or her first term of office unless he or she has been reappointed as a Trustee for a further term at a meeting of the Trustees held in the twelve months prior to that date or by a decision of the Trustees taken in accordance with Article 8.10 in the twelve months prior to that date.

- 9.6 A Trustee's second term of office and any subsequent terms of office are all for a period of three years commencing on the day the appointment takes effect, subject in all cases to earlier termination as set out in Article 6.4.1 to 6.4.6. A Trustee shall automatically and immediately retire as a Trustee on the expiry of any second or subsequent term of office unless he or she is reappointed as a Trustee for a further term at a meeting of the Trustees held in the twelve months prior to that date or by a decision of the Trustees taken in accordance with Article 8.10 in the twelve months prior to that date.
- 9.7 For the purposes of Articles 9.5 and 9.6 any appointment or reappointment made prior to 7 July 2012 (the date of the Annual General Meeting held in 2012) shall be ignored and any time in office prior to that date shall not be counted and (b) the Trustees shall make such provision as they see fit on a transitional basis in respect of the application of this Article to any Trustee appointed or reappointed as a Trustee at the Annual General Meeting held in 2012 or at any time thereafter up to and including 12 May 2017 (the date of the Annual General Meeting held in 2017). This Article does not apply to Article 9.8.
- 9.8 FSC shall normally operate on the principle that Trustees who are long-serving Trustees should not represent more than 25% of the total number of Trustees. In this Article "long-serving Trustee" means a person who has served as a Trustee for more than nine years, whether or not continuously.

10. TRUSTEES' POWERS

The Trustees in their capacity as directors of FSC may exercise all the powers of FSC (unless they are subject to any restrictions imposed by the Companies Act or the Charities Act or the Articles), including the following powers:

- 10.1 to appoint a President, Chair or other officers from among their number;
- 10.2 to appoint a Patron, Vice-Patron(s), Vice-President(s) and Honorary Vice-President(s) who may attend Trustee meetings but they will not be Trustees and will not be entitled to vote;
- 10.3 to delegate any of their functions to employed staff;
- 10.4 to delegate any of their functions to committees or groups;
- 10.5 to set up other working groups to support FSC as defined from time to time in accordance with any rules or bye-laws created by the Trustees;
- 10.6 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy;
- 10.7 to make rules or bye-laws consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees and groups;
- 10.8 to make regulations consistent with the Articles and the Companies Act to govern the administration of FSC and the use of its seal (if any); and

10.9 to establish procedures to assist the resolution of disputes or differences within FSC.

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

11. BENEFITS TO TRUSTEES

11.1 The property and funds of FSC must be used only for promoting the Objects and do not belong to the Trustees but a Trustee may:

11.1.1 be reimbursed for reasonable out-of-pocket expenses (including accommodation and travel costs) properly incurred by him or her when acting as a Trustee;

11.1.2 benefit from any of the following: (i) the payment by FSC out of its property of reasonable expenses (including accommodation and travel costs) incurred or to be incurred in respect of him or her when acting as a Trustee, (ii) any use of FSC's own accommodation or hospitality services by the Trustee when acting as a Trustee, (iii) any training or development which is provided at FSC's cost for the sole or main purpose of improving the Trustee's ability to perform his or her role as a Trustee, and (iv) trustee indemnity insurance cover purchased at FSC's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

11.1.3 receive an indemnity in respect of any liabilities properly incurred in running FSC (but only to the extent permitted by applicable law);

11.1.4 take part in the normal trading and fundraising activities of FSC on the same terms as members of the public; and

11.1.5 if the Trustee is also a beneficiary, receive charitable benefits in that capacity;

and a Trustee shall not be required to account for any indirect benefit received by reason only of any interest of the Trustee in any body corporate with which FSC has a contract or arrangement where the combined interest of the Trustee and any person Connected with the Trustee is no more than one per cent in the profits and normal voting rights of that body corporate.

11.2 A Trustee may not be an employee of FSC and must not receive any payment of money or other Material Benefit (whether directly or indirectly) from FSC except as mentioned in Article 11.1 or as permitted by charity law (or in exceptional cases with the written approval of the Commission in advance), but a Trustee or a Connected Person may enter into a contract with FSC to lend money, rent or hire property or equipment, or supply goods or services in return for a payment or other Material Benefit if:

11.2.1 the loan, property, equipment, goods or services are actually required by FSC;

11.2.2 the nature and level of the benefit is no more than reasonable in relation to the value of the loan, property, equipment, goods or services and is set at a meeting of the Trustees in accordance with the procedure in Article 11.3;

- 11.2.3 the Trustee has declared his or her interest in accordance with Article 11.3; and
- 11.2.4 no more than half of the Trustees are interested in such a contract in any financial year.
- 11.3 Whenever a Trustee or a Connected Person has any interest in any proposed or existing matter falling within Article 11.2 or in any payments or benefits permitted by charity law (or in exceptional cases with the written approval of the Commission in advance) other than those mentioned in Article 11.1 which is to be discussed at a meeting of the Trustees or a committee or group, the relevant Trustee must:
 - 11.3.1 declare the nature and extent of that interest as soon as reasonably practicable, whether before the next meeting or at the next meeting before discussion begins on the matter;
 - 11.3.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 11.3.3 not be counted in the quorum for that part of the meeting;
 - 11.3.4 have no vote on the matter and be absent during the vote if so requested by the other Trustees; and
 - 11.3.5 not sign any written resolution in relation to the matter (except where required to do so to confirm a resolution of the other Trustees).
- 11.4 This Article may not be amended without the written consent of the Charity Commission in advance.

12. BENEFITS TO MEMBERS

- 12.1 For the avoidance of doubt, the income and property of FSC must only be applied to promote the Objects and no part of that income and property may be paid, transferred or applied by way of Material Benefit to any Member except in accordance with or as permitted in Article 11.
- 12.2 In this Article, references to a Member include references to any person who is Connected to that Member.

13. CONFLICTS OF INTEREST

- 13.1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest or potential Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee or group, a Conflicted Trustee must comply with the procedure set out in Article 11.3.
- 13.2 Subject to Article 11, if a matter in relation to which a Trustee has a Conflict of Interest is proposed to the Trustees, the Unconflicted Trustees may agree to:
 - 13.2.1 authorise that matter; or

- 13.2.2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter.
- 13.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in Article 11.3.

14. RECORDS AND ACCOUNTS

- 14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 14.1.1 annual returns;
 - 14.1.2 annual reports; and
 - 14.1.3 annual statements of account.
- 14.2 The Trustees must keep proper records of:
 - 14.2.1 all proceedings at Trustee meetings;
 - 14.2.2 all reports of committees and groups; and
 - 14.2.3 all professional advice obtained.
- 14.3 Accounting records relating to FSC must be made available for inspection by any Trustee at any time during normal office hours.

15. NOTICES

- 15.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by FSC.
- 15.2 The only address at which a Trustee is entitled to receive notices sent by post is an address in the United Kingdom shown in the Register of Members.
- 15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 15.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 15.3.2 two clear days after being sent by first class post to that address;
 - 15.3.3 on the date of publication of a newspaper containing the notice;
 - 15.3.4 on being handed to the Member personally; or, if earlier,
 - 15.3.5 as soon as the Member acknowledges actual receipt.

- 15.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

16. DISSOLUTION

- 16.1 If FSC is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

16.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees consider in their absolute discretion are within, the same as or similar to the Objects;

16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

16.1.3 in such other manner consistent with charitable status as the Charity Commission approve in writing in advance;

provided that any application of the property of FSC pursuant to Article 16 is for purposes which are charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

- 16.2 A final report and statement of account must be sent to the Charity Commission.

17. INTERPRETATION

- 17.1 In these Articles, unless the context indicates another meaning:

'Articles' means these Articles of Association of FSC;

'Chair' means the chair of the Trustees, designated in accordance with Article 10;

'the Charities Act' means the Charities Act 2011;

'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 (and where applicable, its equivalent bodies in Scotland and Northern Ireland);

'the Companies Act' means the Companies Act 2006;

'Conflict of Interest' includes a conflict of interest and duty and a conflict of duties;

'Conflicted Trustee' means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

'Connected Person' means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any Firm of which a Trustee is a Member,

director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital and 'Connected' shall be construed accordingly;

'financial year' means FSC's financial year;

'Firm' includes a limited liability partnership and company;

'FSC' means the company to which these Articles relate;

'Material Benefit' means a benefit which may not be financial but has a monetary value;

'Member(s)' refers to members of FSC as defined by the Companies Act, the details of whom will be held the Register of Members;

'member(s)' and 'membership' refers to informal membership and supporters of FSC and not to Members or Trustees;

'month' means calendar month;

'Secretary' means the company secretary of FSC or if no secretary has been appointed, any other person appointed to carry out the duties of the secretary of FSC;

'Trustee' means a person who has been appointed as a trustee of FSC in accordance with these Articles for so long as he or she is in office;

'Unconflicted Trustee' means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

'written' or 'in writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise; and

'year' means calendar year.

17.2 Unless the context otherwise requires, other words and expressions used in the Companies Act as in force on the date when these Articles become binding on FSC have the same meaning in these Articles.

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