

Certified copy of written resolutions for filing at Companies House

Company No 5796323

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTIONS

of

CLIMATE STRATEGIES

(“the Company”)

(Passed on 18 July 2012)

The following resolutions were duly passed pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on 18 July 2012 by members of the Company representing the required majority of total voting rights of eligible members as a special resolutions

SPECIAL RESOLUTIONS

- 1 THAT the provisions of the Company’s memorandum of association which, by virtue of section 28 Companies Act 2006, are treated as provisions of the Company’s articles of association, be deleted, and
- 2 THAT the Articles of Association contained in the printed document annexed hereto be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles

1 
Director/Secretary

THURSDAY



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02/08/2012

#86

COMPANIES HOUSE

Company number: 5796323

Companies Acts 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF
CLIMATE STRATEGIES**

1 Objects

The **Objects** of the Charity are

- 1 1 1 the conservation of the natural environment by promoting the reduction of greenhouse gases,
- 1 1 2 to promote and carry out for the public benefit research into the effects of climate change and to publish and widely disseminate the useful results of such research

1 2 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**

2 Powers

2 1 The Charity has the following powers, which may be exercised only in *promoting the Objects*

- 2 1 1 to provide advice or information;
- 2 1 2 to carry out research,
- 2 1 3 to co-operate with other bodies,
- 2 1 4 to support, administer or set up other charities,
- 2 1 5 to accept gifts and to raise funds (but not by means of **taxable trading**),
- 2 1 6 to borrow money,

- 2 1 7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**),
- 2 1 8 to acquire or hire property of any kind,
- 2 1 9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**),
- 2 1 10 to set aside funds for special purposes or as reserves against future expenditure,
- 2 1 11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Executive Committee Members** consider necessary and having regard to the suitability of investments and the need for diversification),
- 2 1 12 to delegate the management of investments to a financial expert, but only on terms that
- (i) the investment policy is set down in **writing** for the financial expert by the Executive Committee Members,
 - (ii) timely reports of all transactions are provided to the Executive Committee Members,
 - (iii) the performance of the investments is reviewed regularly with the Executive Committee Members,
 - (iv) the Executive Committee Members are entitled to cancel the delegation arrangement at any time,
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Executive Committee Members on receipt, and
 - (vii) the financial expert must not do anything outside the powers of the Charity,

- 2 1 13 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Executive Committee Members or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required,
- 2 1 14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required,
- 2 1 15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 2 1 16 subject to **Article 6 3**, to employ paid or unpaid agents, staff or advisers,
- 2 1 17 to enter into contracts to provide services to or on behalf of other bodies,
- 2.1 18 to establish or acquire subsidiary companies,
- 2 1 19 to do anything else within the law which promotes or helps to promote the Objects

The members of the Executive Committee

- 3 1 The members of the Executive Committee ('Executive Committee Members') as **charity trustees** have control of the Charity and its property and funds
- 3 2 Executive Committee Members are elected by the Members or co-opted by the Executive Committee
- 3 3 The Executive Committee when complete consist of at least three and not more than five individuals over the age of 18, all of whom must be Members of the Charity and support the Objects If any Executive Committee Member is a corporate body it must act through a named representative whose contact details are notified to the Executive Committee Members and there must be at least one individual Executive Committee Member

- 3 4 An Executive Committee Member may not act as a Executive Committee Member unless he/she
- 3 4 1 is a Member, and
 - 3 4 2 has signed a written declaration of willingness to act as a charity trustee of the Charity
- 3 5 One third (or the number nearest one third) of the Executive Committee Members must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3 6 A retiring Executive Committee Member who is eligible under Article 3 3 may be reappointed
- 3 7 A Executive Committee Member's term of office as such automatically terminates if he/she
- 3 7 1 is disqualified under the Charities Act from acting as a charity trustee,
 - 3 7 2 is incapable, whether mentally or physically, of managing his/her own affairs,
 - 3 7 3 is absent without notice from three consecutive meetings of the Executive Committee Members or from six meetings of the Executive Committee Members within a twelve month period, or
 - 3 7 4 resigns by written notice to the Executive Committee Members (but only if at least three Executive Committee Members will remain in office), or
 - 3 7 5 is removed by the Members at a general meeting under the Companies Act
- 3 8 The Executive Committee Members may at any time co-opt any individual who is eligible under Article 3 3 as a Executive Committee Member to fill a vacancy in their number or (subject to the maximum number permitted by Article 3 3) as an additional Executive Committee Member, but a co-opted Executive Committee Member holds office only until the next AGM at which he/she is eligible for election

3 9 A technical defect in the appointment of a Executive Committee Member of which the Executive Committee Members are unaware at the time does not invalidate decisions taken at a meeting

4 **Executive Committee Members' proceedings**

4 1 The Executive Committee Members must hold at least *[four]* meetings each year

4 2 A quorum at a meeting of the Executive Committee Members is at least two or one third of the Executive Committee Members (if greater)

4 3 A meeting of the Executive Committee Members may be held either in person or by suitable **electronic means** agreed by the Executive Committee Members in which all participants may communicate with all the other participants

4 4 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Executive Committee Member chosen by the Executive Committee Members present presides at each meeting.

4 5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in **writing** agreed by all the Executive Committee Members (other than any Conflicted Executive Committee Member who has not been authorised to vote) is as valid as a resolution passed at a meeting For this purpose the resolution may be contained in more than one document

4 6 Every Executive Committee Member has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote

4 7 The Executive Committee may act despite any vacancy on the committee But if the number of Executive Committee Members falls below the quorum, it may only act to co-opt additional Executive Committee Members or to *summon a general meeting of the Charity*

4 8 A procedural defect of which the Executive Committee Members are unaware at the time does not invalidate decisions taken at a meeting

5 Executive Committee Members' powers

5 1 The Executive Committee Members have the following powers in the administration of the Charity in their capacity as Executive Committee Members

5 1 1 to appoint (and remove) any person (who may be an Executive Committee Member) as Managing Director of the Charity, and to delegate the management of all or some of the Charity's business to him or her, including, inter alia

- (i) personnel management,
- (ii) the contracting of projects,
- (iii) project management, and
- (iv) public relations

5 1 2 to appoint (and remove) any person (who may be a Executive Committee Member) to act as **Secretary** in accordance with the **Companies Act**,

5 1 3 to appoint a Chairman, a Treasurer and other honorary officers from among their number,

5 1 4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Executive Committee Member and all proceedings of committees must be reported promptly to the Executive Committee Members,

5 1 5 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings,

5 1 6 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees,

- 5 1 7 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any),
- 5 1 8 to establish procedures to assist the resolution of disputes or differences within the Charity, and
- 5 1 9 to exercise in their capacity as Executive Committee Members any powers of the Charity which are not reserved to the Members

6 **Benefits and Conflicts**

- 6 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but
 - 6 1 1 Members, Executive Committee Members and Connected Persons may be paid interest on money lent to the Charity provided that the annual rate of interest must not be more than 2% below the base rate of the one of the clearing banks or a rate of 3% whichever is the greater,
 - 6 1 2 Members, Executive Committee Members and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity, and
 - 6 1 3 Members, Executive Committee Members and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class
- 6 2 A Executive Committee Member must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except
 - 6 2 1 as mentioned in Articles 6 1 or 6 3,
 - 6 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
 - 6 2 3 the benefit of **Indemnity insurance** as permitted by the Charities Act,

- 6 2 4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
- 6 2 5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members)
- 6 3 No Executive Committee Member or Connected Person may be employed by the Charity except in accordance with Article 6 2 5, but any Executive Committee Member or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if.
- 6 3 1 the goods or services are actually required by the Charity, and the Executive Committee Members decide that it is in the best interests of the Charity to enter into such a contract,
- 6 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6 4, and
- 6 3 3 no more than half of the Executive Committee Members are subject to such a contract in any financial year
- 6 4 Subject to Clause 6 5, any Executive Committee Member who becomes a **Conflicted Executive Committee Member** in relation to any matter must
- 6 4 1 declare the nature and extent of his or her interest before discussion begins on the matter,
- 6 4 2 withdraw from the meeting for that item after providing any information requested by the Executive Committee Members,
- 6 4 3 not be counted in the quorum for that part of the meeting, and
- 6 4 4 be absent during the vote and have no vote on the matter
- 6 5 When any Executive Committee Member is a **Conflicted Executive Committee Member**, the Executive Committee Members who are not **Conflicted Executive Committee Members**, if they form a quorum without counting the

Conflicted Executive Committee Member and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Executive Committee Member authorise the Conflicted Executive Committee Member, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Executive Committee Member, to

6 5 1 continue to participate in discussions leading to the making of a decision and/or to vote, or

6 5 2 disclose to a third party information confidential to the Charity, or

6 5 3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Executive Committee Member or a Connected Person of any payment or material benefit from the Charity or

6 5 4 refrain from taking any step required to remove the conflict.

6 6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Executive Committee Member or Connected Person, only with the prior written consent of the Commission

7 Records and Accounts

7 1 The Executive Committee Members must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including

7 1 1 annual returns,

7 1 2 annual reports, and

7 1 3 annual statements of account

7 2 The Executive Committee Members must also keep records of

7 2 1 all proceedings at meetings of the Executive Committee Members,

- 7 2 2 all resolutions in writing,
 - 7 2 3 all reports of committees, and
 - 7 2 4 all professional advice obtained.
- 7 3 Accounting records relating to the Charity must be made available for inspection by any Executive Committee Member at any time during normal office hours and may be made available for inspection by Members who are not Executive Committee Members if the Executive Committee Members so decide
- 7 4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Executive Committee Member. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs

8 Membership

- 8 1 The Charity must maintain a register of Members
- 8 2 The subscribers to the Memorandum are the first Members
- 8 3 **Membership** is open to any person interested in furthering the Objects and approved by the Executive Committee Members
- 8 4 If any Member is a corporate body or institution (an 'Institutional Member'), it must act through one named representative whose contact details are notified to the Charity. Such representative has the right to attend and to vote at general meetings of the Charity and any vote given by him/her on behalf of the Institutional Member shall be valid unless at least **five clear days'** prior to the general meeting at which the vote is cast, the Charity receives written notice from the Institutional Member ending such representative's authority
- 8 5 The form and the procedure for applying for Membership is to be prescribed by the Executive Committee Members
- 8 6 Membership is not transferable

8 7 The Executive Committee Members may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations

9 Termination of Membership

9 1 Membership is terminated if

9 1 1 the Member dies or ceases to exist,

9 1 2 the Member resigns by written notice to the Charity,

9 1 3 any sum due from the Member to the Charity is not paid in full within six months of it falling due and the Executive Committee Members resolve to end that Member's Membership,

9 1 4 the Member is removed from membership by a resolution of the Executive Committee Members that it is in the best interest of the Charity that his or her or its Membership is terminated A resolution to remove a Member from Membership may only be passed if

(i) the Member has been given at least 21 clear days' notice in writing of the meeting of the Executive Committee Members at which the resolution will be proposed and the reasons why it is to be proposed, and

(ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting

The Executive Committee Members' decision following any representations at the meeting must be notified to the Member in writing within fourteen clear days the meeting but shall be final

10 General Meetings

10 1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting)

- 10 2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution
- 10 3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two
- 10 4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her capacity as a Member and not as proxy for another Member
- 10 5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**
- 10 6 Every Member present in person or by proxy has one vote on each issue
- 10 7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting For this purpose the written resolution may be set out in more than one document
- 10 8 The Charity may (but need not) hold an AGM in any year
- 10 9 Members must annually
- 10 9 1 receive the accounts of the Charity for the previous **financial year**,
 - 10 9 2 receive a written report on the Charity's activities,
 - 10 9 3 be informed of the retirement of those Executive Committee Members who wish to retire or who are retiring by rotation,
 - 10 9 4 elect Executive Committee Members to fill the vacancies arising,
 - 10 9 5 appoint reporting accountants or auditors for the Charity,
- 10 10 Members may also from time to time
- 10 10 1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity, and

- 10 10 2 determine any issues of policy or deal with any other business put before them by the Executive Committee Members
- 10 11 A general meeting may be called by the Executive Committee Members at any time and must be called within 21 days of a written request from one or more Executive Committee Members (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership
- 10 12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution
- 11 **Limited Liability**
The liability of Members is limited
- 12 **Guarantee**
- 12 1 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards
- 12 1 1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member,
- 12 1 2 payment of the costs, charges and expenses of winding up, and
- 12 1 3 the adjustment of rights of contributors among themselves
- 13 **Communications**
- 13 1 Notices and other documents to be served on Members or Executive Committee Members under the Articles or the Companies Act may be served
- 13 1 1 by hand,
- 13 1 2 by post,
- 13 1 3 by suitable electronic means, or

- 13 1 4 through publication in the Charity's newsletter or on the Charity's website
- 13 2 The only address at which a Member is entitled to receive notices sent by post is an address in the U K shown in the register of Members
- 13 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 13 3 1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address,
- 13 3 2 two clear days after being sent by first class post to that address,
- 13 3 3 three clear days after being sent by second class or overseas post to that address,
- 13 3 4 immediately on being handed to the recipient personally, or, if earlier,
- 13 3 5 as soon as the recipient acknowledges actual receipt
- 13 4 A technical defect in service of which the Executive Committee Members are unaware at the time does not invalidate decisions taken at a meeting
- 14 Dissolution**
- 14 1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- 14 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- 14 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects,
- 14 1 3 in such other manner consistent with charitable status as the Commission approves in writing in advance
- 14 2 A final report and statement of account must be sent to the Commission

14 3 This provision may be amended by special resolution but only with the prior written consent of the Commission

15 **Interpretation**

15 1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity

15 2 In the Articles, unless the context indicates another meaning.

15 2 1 'AGM' means an annual general meeting of the Charity,

15 2 2 'the Articles' means the Charity's Articles of Association and 'Article' refers to a particular Article,

15 2 3 'Chairman' means the chairman of the Executive Committee Members,

15 2 4 'the Charity' means the company governed by the Articles,

15 2 5 'the Charities Act' means the Charities Acts 1992 to 2006,

15 2 6 'charity trustee' has the meaning prescribed by the Charities Act;

15 2 7 'clear day' does not include the day on which notice is given or the day of the meeting or other event,

15 2 8 'the Commission' means the Charity Commission for England and Wales or any body which replaces it,

15 2 9 'the Companies Act' means the Companies Acts 1985 to 2006,

15 2 10 'Conflicted Executive Committee Member' means a Executive Committee Member in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Executive Committee Member or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity,

- 15 2 11 'Connected Person' means, in relation to a Executive Committee Member, a person with whom the Executive Committee Member shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Executive Committee Member's family or household or a person or body who is a business associate of the Executive Committee Member, and (for the avoidance of doubt) does not include a company with which the Executive Committee Member's only connection is an interest consisting of no more than 1% of the voting rights,
- 15 2 12 'constitution' means the Memorandum and the Articles and any special resolutions relating to them,
- 15 2 13 'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them,
- 15 2 14 'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference,
- 15 2 15 'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,
- 15 2 16 'financial year' means the Charity's financial year,
- 15 2 17 'firm' includes a limited liability partnership,
- 15 2 18 'indemnity insurance' means insurance against personal liability incurred by any Executive Committee Member for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Executive Committee Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 15 2 19 'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value,

- 15 2 20 'Member' and 'Membership' refer to company Membership of the Charity,
- 15 2 21 'Memorandum' means the Charity's Memorandum of Association,
- 15 2 22 'month' means calendar month,
- 15 2 23 'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another,
- 15 2 24 'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power Where applicable, 'Members' in this definition means a class of Members,
- 15 2 25 'the Objects' means the Objects of the Charity as defined in Article 1,
- 15 2 26 'Resolution in writing' means a written resolution of the Executive Committee Members,
- 15 2 27 'Secretary' means a company secretary,
- 15 2 28 '**special resolution**' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power Where applicable, 'Members' in this definition means a class of Members,
- 15 2 29 '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,
- 15 2 30 'Executive Committee Member' means a director of the Charity and 'Executive Committee Members' means the directors but where a Executive Committee Member is a corporate body

'Executive Committee Member' includes where appropriate the named representative of the Executive Committee Member,

15 2 31 'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper,

15 2 32 'written resolution' refers to an ordinary or a special resolution which is in writing,

15 2 33 'year' means calendar year

15 3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning

15 4 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