WOOF (World Wide Opportunities on Organic Farms)  
Company number 2852470

At a meeting of the Trustees of WWOOF on  
Saturday 3rd March 2018  
via Skype online conferencing service with members at various locations in the UK

a resolution was passed, to alter clause 14.2 in the Articles of Association.

Signed (Trustee)

A. [Signature]

Name
ANTHONY [Signature]
16/3/18
ARTICLES OF ASSOCIATION OF

WWOOF (WORLD WIDE OPPORTUNITIES ON ORGANIC FARMS)

1. **Objects**

1.1 The **Objects** of the **Charity** are to advance the education of the public in the principles of the organic movement, and especially of organic farming and gardening, by the provision of bed and board and practical experience in return for help on organic farms and small holdings.

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

2. **Powers**

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

2.1 to provide advice or information;

2.2 to carry out research;

2.3 to co-operate with other bodies;

2.4 to support, administer or set up other charities;

2.5 to accept gifts and to raise funds (but not by means of **taxable trading**);

2.6 to borrow money;

2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);

2.8 to acquire or hire property of any kind;
2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

2.10 to set aside funds for special purposes or as reserves against future expenditure;

2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);

2.12 to delegate the management of investments to a financial expert, but only on terms that:

(1) the investment policy is set down in writing for the financial expert by the Trustees;

(2) timely reports of all transactions are provided to the Trustees;

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

(4) the Trustees are entitled to cancel the delegation arrangement at any time;

(5) the investment policy and the delegation arrangement are reviewed at least once a year;

(6) 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 Trustees on receipt; and

(7) the financial expert must not do anything outside the powers of the Charity;
2.13 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 Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;

2.14 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;

2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

2.16 subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;

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

2.18 to establish or acquire subsidiary companies;

2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. **The Trustees**

3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.

3.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.

3.3 The Trustees when complete consist of at least three and not more than eight persons who being individuals are over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named
representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.

3.4 A Trustee may not act as a Trustee unless he/she

(1) is a Member; and

(2) has signed a written declaration of willingness to act as a charity trustee of the Charity.

3.5 A Trustee's term of office as such automatically terminates if he/she:

(1) is disqualified under the Charities Act from acting as a charity trustee;

(2) is incapable, whether mentally or physically, of managing his/her own affairs;

(3) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

(4) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

(5) is removed by the Members at a general meeting under the Companies Act.

3.6 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

3.7 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.

4. Trustees' proceedings

4.1 The Trustees must hold at least two meetings each year.
4.2 A quorum at a meeting of the Trustees is three Trustees.

4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees 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 Trustees (other than any Conflicted Trustee 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 Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.

4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees’ powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

5.2 To appoint a Chair, a Treasurer and other honorary officers from among their number.
must be supplied on request to any Trustee. 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 Trustees.

8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

8.5 Membership is not transferable.

8.6 The Trustees 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. **General Meetings**

9.1 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).

9.2 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.
(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 Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

7.1 The Trustees 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:

(1) annual returns;

(2) annual reports; and

(3) annual statements of account.

7.2 The Trustees must also keep records of:

(1) all proceedings at meetings of the Trustees;

(2) all resolutions in writing;

(3) all reports of committees; and

(4) all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

7.4 A copy of the Charity’s constitution and latest available statement of account
must be supplied on request to any Trustee. 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.

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8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

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8.6 The Trustees 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. **General Meetings**

9.1 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).

9.2 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.
9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two.

9.4 The Chair at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.

9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.

9.6 Every Member present in person or by proxy has one vote on each issue.

9.7 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.

9.7 Except at first, the Charity must hold an **AGM** in every year. The first AGM must be held within 18 months after the Charity’s incorporation. The Charity may (but need not) hold an AGM in any year.

9.8 Members being Trustees must annually at the AGM:

(1) receive the accounts of the Charity for the previous financial year;

(2) receive a written report on the Charity’s activities;

(3) be informed of the retirement of those Trustees who wish to retire;

(4) elect Trustees to fill the vacancies arising;

(5) appoint reporting accountants or auditors for the Charity;

9.9 Members may also from time to time

(1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and

(2) discuss and determine any issues of policy or deal with any other
business put before them by the Trustees.

9.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (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.

9.11 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.

10. **Limited Liability**

The liability of Members is limited.

11. **Guarantee**

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:

11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

11.2 payment of the costs, charges and expenses of winding up; and

11.3 the adjustment of rights of contributors among themselves.

12. **Communications**

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
(1) by hand;
(2) by post;
(3) by suitable electronic means; or
through publication in the Charity’s newsletter or on the Charity’s website.

12.2 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.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
(1) 24 hours after being sent by electronic means, posted on the Charity’s website or delivered by hand to the relevant address;
(2) two clear days after being sent by first class post to that address;
(3) three clear days after being sent by second class or overseas post to that address;
(4) immediately on being handed to the recipient personally;
or, if earlier,
(5) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

13.1 Nothing in this Memorandum and Articles of Association shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

13.2 A final report and statement of account must be sent to the Commission.
trust or breach of duty, unless the act or omission amounts to a
criminal offence or the Trustee concerned knew that, or was reckless
whether, the act or omission was a breach of trust or breach of duty;
‘material benefit’ means a benefit, direct or indirect, which may not be
financial but has a monetary value;
‘Member’ and ‘Membership’; The term ‘Member’ means ‘Voting
Member’ and is defined as Trustees and Chief Executive, only. ‘Non-
voting members’ are not officially referred to in the Articles of
Association, but are defined as WWOOFers, hosts and other
individuals who subscribe to WWOOF UK, but who have no
obligations, liabilities or voting rights within the organisation.
‘Memorandum’ means the Charity’s Memorandum of Association;
‘month’ means calendar month;
‘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;
‘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;
‘the Objects’ means the Objects of the Charity as defined in Article 1;
‘Resolution in writing’ means a written resolution of the Trustees;
‘Secretary’ means a company secretary;
or has some separate interest or duty in a matter to be decided, or in
relation to information which is confidential to the Charity;
‘Connected Person’ means, in relation to a Trustee, a person with
whom the Trustee 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
Trustee’s family or household or a person or body who is a business
associate of the Trustee, and (for the avoidance of doubt) does not
include a company with which the Trustee’s only connection is an
interest consisting of no more than 1% of the voting rights;
‘constitution’ means the Memorandum and the Articles and any special
resolutions relating to them;
‘custodian’ means a person or body who undertakes safe custody of
assets or of documents or records relating to them;
‘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;
‘financial expert’ means an individual, company or firm who is
authorised to give investment advice under the Financial Services and
Markets Act 2000;
‘financial year’ means the Charity’s financial year;
‘firm’ includes a limited liability partnership;
‘indemnity insurance’ [has the meaning prescribed by the Charities
Act] [means insurance against personal liability incurred by any
Trustee 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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty];

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership'; The term 'Member' means 'Voting Member' and is defined as Trustees and Chief Executive, only. 'Non-voting members' are not officially referred to in the Articles of Association, but are defined as WWOOFers, hosts and other individuals who subscribe to WWOOF UK, but who have no obligations, liabilities or voting rights within the organisation.

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'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;

'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;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;
‘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;

‘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 a director of the Charity and ‘Trustees’ means the directors but where a Trustee is a corporate body ‘Trustee’ includes where appropriate the named representative of the Trustee;

‘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;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

14.4 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.