

No. of Company 1198990

The Companies Act 2006

**COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL**

Memorandum and Articles of Association of

DYFED ARCHAEOLOGICAL TRUST LIMITED

(Incorporated 4th July, 1975)

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF
DYFED ARCHAEOLOGICAL TRUST LIMITED**

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NAME

1. The name of the company is **DYFED ARCHAEOLOGICAL TRUST LIMITED** ("the Trust").

REGISTERED OFFICE

2. The registered office of the Trust will be in Wales.

AREA OF BENEFIT

3. The area of benefit of the Trust ('area of benefit') is primarily, but not exclusively, Wales.

OBJECT

4. The object for which the Trust is established is to advance the education of the public in archaeology ("the Object").

POWERS

5. The Trust has the following powers, which may be exercised only in promoting the Object:

(A) To undertake or prepare archaeological research, excavations, surveys and reports and any consequent or similar activities.

(B) To publish or otherwise distribute information.

(C) To arrange for the safe-keeping of all records resulting from such archaeological work and for their eventual deposition.

(D) To arrange for the safe-keeping of all materials and objects recovered as a result of

such archaeological work and, where appropriate, to arrange for their eventual deposition and/or display.

(E) To arrange conferences and training opportunities.

(F) To raise (but not by means of taxable trading) accept and administer funds.

(G) To provide, acquire, maintain and manage premises and equipment.

(H) To employ suitable paid or unpaid staff, volunteers, agents and consultants.

(I) To purchase, take on lease or exchange, hire or otherwise acquire any land or other property and any rights or privileges over the same.

(J) To make such arrangements as are necessary to enable the public to view and enjoy any buildings, land or archaeological excavations (whether free of charge or not).

(K) To sell, let, mortgage dispose of or turn to account all or any of the property or assets of the Trust (but only in accordance with the restrictions imposed by the Charities Act), such disposal to be subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the preservation of any buildings or land.

(L) To insure the property of the Trust against any foreseeable risk and to take out other insurance policies to protect the Trust when required.

(M) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust.

(N) To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).

(O) To deposit or invest funds and, for such purposes, employ a professional investment manager, and to arrange for investments or other property of the Trust to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

(P) To establish and support, or aid in the establishment and support, of any charitable bodies, and to subscribe or guarantee money for charitable purposes in any way connected with, or calculated to further, the Object.

(Q) To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.

(R) To enter into contracts to provide services to or on behalf of other bodies.

(S) To establish subsidiary companies to assist or act as agent for the Trust.

(T) To do all such other things as are necessary for the attainment of the Object .

BENEFITS TO MEMBERS AND TRUSTEES

6(A) The property and funds of the Trust must be used only for promoting the Object and do not belong to the members of the Trust, but:

(i) members who are not Trustees may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied;

(ii) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust;

(iii) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Trust.

(B) A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:

(i) as mentioned in 6(A) above;

(ii) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the running of the Trust;

(iii) an indemnity in respect of any liabilities incurred in running the Trust (including the costs of a successful defence to criminal proceedings);

(iv) payment to any company in which a Trustee has no more than a 1% holding;

(v) in exceptional circumstances, other payments or benefits (but only with the written approval of the Commission in advance).

(C) Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Trust to supply goods or services in return for payment or other material benefit but only if:

(i) the goods or services are actually required by the Trust;

(ii) the nature and level of the remuneration or payment is no more than is reasonable in relation to the value of the goods and services, and the procedure in clause 5(D) is followed;

(iii) no more than one half of the Trustees are subject to such a contract in any financial year.

(D) Whenever it appears to the Trustees, or to the individual Trustee affected, that a conflict of interests arises relating to a matter to be discussed at a meeting of the Trustees, or at a committee, the Trustee affected must declare an interest at or before discussion begins on the matter. In these circumstances, the provisions of the Trustees' Conflict of Interests Policy shall apply.

(E) This clause may not be amended without the prior written consent of the Commission.

LIMITED LIABILITY

7. The liability of the members is limited.

MEMBERS' PROMISE

8. Every member of the Trust promises, if the Trust is dissolved while he, she or it remains a member, or within 12 months afterwards, to pay £1 towards the costs of dissolution and the liabilities incurred by the Trust while the contributor was a member.

DISSOLUTION

9(A) If the Trust 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:

(i) by transfer to one or more bodies established for exclusively charitable purposes within or similar to the Object;

(ii) directly for the Object or charitable purposes within or similar to the Object;

(iii) in such other manner consistent with charitable status as the Commission approves in writing in advance.

(B) A final report and statement of account must be sent to the Commission.

INTERPRETATION

10(A) Words and expressions defined in the Articles have the same meanings in this Memorandum.

(B) References to an Act of Parliament are references to the Act (and any other legislation) as amended or re-enacted from time to time and any subsequent legislation made under it or them.

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION OF

DYFED ARCHAEOLOGICAL TRUST LIMITED

[Index to be inserted here]

INTERPRETATION

1(A) In the Memorandum and in these Articles:

“The Act” means the Companies Act 2006

“Articles” means these Articles of Association

“annual general meeting” means an annual general meeting of the Trust

“Chairman” means the chairman of the Trustees, and “Deputy Chairman” means that person’s duly elected deputy

“Charities Act” means the Charities Act 2011

“charity trustee” has the meaning prescribed by section 177 of the Charities Act

“clear day” means 24 hours from midnight following the relevant event

“the Commission” means the Charity Commissioners for England and Wales

“general meetings” includes annual general meetings

“material benefit” means a benefit which may not be financial but has a monetary value

“member” and “membership” refer to membership of the Trust

“Memorandum” means the Trust’s Memorandum of Association

“month” means a calendar month

“the Object” means the object of the Trust as defined in clause 4 of the Memorandum

“presiding chairman” means the chairman having conduct of a particular meeting of the Trust or a committee

“Secretary” means the Secretary of the Trust appointed in accordance with Article 58

“taxable trading” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Object

“the Trust” means the charitable company governed by these Articles

“Trustee” means a director of the Trust and “Trustees” means all of the directors constituting the board of Trustees for the time being

“Trustees’ Conflict of Interests Policy” means the Policy for the time being in force mentioned in clause 6(D) of the Memorandum and, so far as the same is not contrary to that Policy, any written guidance of the Commission.

“written” or “in writing” refers to a legible document on paper (not including a fax message)

“year” means a calendar year

(B) Expressions defined in the Act have the same meaning

MEMBERSHIP

2. The number of members with which the Trust proposes to be registered is unlimited.
3. The Trust must keep and maintain a register of names and addresses of members.
4. The subscribers to the Memorandum and such other persons as the Trustees shall, in their absolute discretion admit to membership, are the members of the Trust.

Classes of Member

5. The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
6. The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.
7. The rights attached to a class of membership may be varied only if 75% of the members of that class consent in writing or at a general meeting to the variation.
8. The provisions of these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of member.
9. The rights and privileges of membership shall be personal to the member and are not transferable or transmissible on death.

TERMINATION OF MEMBERSHIP

10. Membership shall be terminated if the member concerned:

(A) gives written notice of resignation to the Trustees;

(B) dies;

(C) is six months in arrears in paying the relevant subscription (if any) but, in such a case, the member may be reinstated on payment of the amount due); or

(D) is removed from membership by resolution of the Trustees on grounds that either:

(i) he, she or it has, without reasonable excuse, failed to attend a general meeting of the Trust for a period of at least 3 years; or

(ii) in their reasonable opinion the member's continued membership is harmful to the Trust

but, in either case, and before any decision is taken, the Trustees must notify the member concerned in writing and consider any written representations by the member put forward within 3 months after receiving notice of the intended termination.

GENERAL MEETINGS

11. The Trust shall hold an annual general meeting at such time and place as may be determined by the Trustees, and shall specify the meeting as such in the notices calling it. Every annual general meeting, except the first, shall be held not more than fifteen months after the holding of the last preceding annual general meeting.

12. All other meetings are called general meetings.

13. Members are entitled to attend general meetings and speak and vote on the business of the meeting. An annual general meeting must be called on at least 21 clear days' written notice and all other general meetings on at least 14 clear days' written notice, the notices each specifying the business to be discussed.

14. No business shall be transacted at a general meeting unless a quorum is present when the meeting proceeds to business. There is a quorum at a general meeting if the number of members personally present is at least 4 or 10% of the members, if greater.

15. The Chairman or, if the Chairman is unable or unwilling to do so, or is not present within 15 minutes of the time at which the meeting was due to start, the Deputy Chairman or, in his or her absence, some other member elected by those present, presides at a general meeting.

16. The accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive a notice shall not invalidate any resolution passed at such meeting.

17. At an annual general meeting the members:

- (A) receive the accounts of the Trust for the previous financial year;
- (B) receive the Trustees' report on the Trust's activities since the previous annual general meeting;
- (C) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (D) elect persons to be Trustees to fill the vacancies arising;
- (E) appoint auditors for the Trust;
- (F) may confer on any individual (with his or her consent) the honorary title of patron, president or vice-president of the Trust; and
- (G) discuss and determine any issues of policy or deal with any other business put before them.

18. A general meeting (apart from the annual general meeting) may be called at any time by the Trustees and must be called on at least 14 clear days' written notice (specifying the business to be discussed) from at least 4 members.

ADJOURNMENT OF MEETINGS

19. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, the presiding chairman must adjourn it to such date, time and place as the Trustees may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

20. If the adjourned meeting is to take place more than 14 days after it was adjourned, the Trust must give at least 7 clear days' notice of it:

- (A) to the members; and
- (B) containing the same information which such notice is required to contain.

21. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

22. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded in accordance with these Articles.

23. Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.

24. Except for the presiding chairman, who has a second or casting vote, every member present in person has one vote on each issue.

25. A written resolution sent to every member and signed by a simple majority (or, in the case of a special resolution, by a majority of not less than 75%) of all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

Poll Votes

26. A poll on a resolution may be demanded:

(A) in advance of the general meeting where it is to be put to the vote; or,

(B) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

27. A poll may be demanded by:

(A) the presiding chairman;

(B) any 2 Trustees;

(C) members representing not less than 10% of the total voting rights of all the members.

28. A demand for a poll may be withdrawn if:

(A) the poll has not yet been taken; and

(B) the presiding chairman consents to the withdrawal.

29. Polls must be taken immediately and in such manner as the presiding chairman directs.

Proxy Votes

30. Proxies may only validly be appointed by a notice in writing (“a proxy notice”) which:

(A) is signed by or on behalf of the member appointing the proxy and which states the name and address of that member;

(B) identifies the person appointed to be that member’s proxy (which, for the avoidance of doubt, may be another member), and the general meeting in relation to which that person is appointed;

(C) is delivered to the Trust in accordance with these Articles and any instructions contained in the notice to the general meeting to which they relate.

31. If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who signed it on the appointor's behalf.

32. The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

33. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

34. Unless a proxy notice indicates otherwise, it must be treated as:

(A) allowing the person appointed proxy under it discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;

(B) appointing that person as proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.

35. A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting, or any adjournment of it, even though a valid proxy has been delivered to the Trust by or on behalf of that person. For the avoidance of doubt, the person appointed as proxy shall have no right to a vote in such circumstances.

36. An appointment under a proxy notice may be revoked by delivering to the Trust a notice in writing given by or on behalf of the person by whom or on behalf the proxy notice was given.

37. A notice revoking a proxy appointment will take effect only if delivered before the start of the meeting, or adjourned meeting, to which it relates.

APPOINTMENT OF TRUSTEES

38. The Trustees as charity trustees have control of the Trust and its property and funds.

39. The minimum number of Trustees shall be 3 and (unless determined by ordinary resolution) the maximum 10. All Trustees must be members.

40. The subscribers to the Memorandum are the first trustees of the Trust.

41. The Trust may, by ordinary resolution at a general meeting, appoint a person whom the Trustees reasonably consider to be a person suitable and qualified to act as a trustee of the Trust.

42. Every Trustee must sign a declaration of willingness to act as a trustee of the Trust before he or she is eligible to vote at any meeting of the Trustees.

ROTATION OF TRUSTEES

43. One third (or the number nearest one third) of the Trustees, must retire at each annual general meeting, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

44. No person other than a Trustee retiring by rotation may be appointed a trustee at any general meeting unless:

(A) he or she is recommended for re-election by the Trustees, or

(B) no fewer than 7 nor more than 28 clear days before the date of the meeting, the Trust is given a notice that:

(i) is signed by 2 members entitled to vote at the meeting acting as a proposer and seconder;

(ii) states the members' intention to propose and second the appointment of a person as a Trustee;

(iii) contains a brief biography of the person to be proposed, any special expertise and an indication of the time that that person is likely to have available to act as a trustee

(iv) is signed by the person who is to be proposed, to show his or her willingness to be appointed.

(v) This Article is subject to the provisions of Article 45 below.

45. All members who are entitled to receive notice of a general meeting must be given no fewer than 7 nor more than 28 clear days' notice of any resolution to be put to the meeting to appoint a trustee (other than a Trustee who is to retire by rotation).

PERIOD OF SERVICE FOR TRUSTEES AND CHAIRMAN

46(A) A Trustee (including the Deputy Chairman for the time being) shall not be eligible to serve as Trustee for more than 3 consecutive terms of 3 years and, after completing that period of 9 years, will be ineligible to serve as Trustee until the expiry of a further period of 3 years from the end of the 9-year period.

(B) The Chairman shall be elected for not more than 2 consecutive terms of 3 years each but his or her term or terms of office as Chairman shall not count when computing eligibility to serve as a Trustee (so that the Chairman may serve as Trustee for a period of up to 15 consecutive years).

PROCEEDINGS OF TRUSTEES

47. The Trustees must hold at least 3 meetings each year.

48. A quorum at a meeting of the Trustees is at least 50% of the current number of appointed Trustees with a minimum of 3.

49. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants communicate with all the other participants.

50. The Chairman or Deputy Chairman or (if neither is able or willing to do so), some other Trustee chosen by the Trustees present, presides at each meeting.

51. Every issue shall be determined by a simple majority of the votes cast at a meeting but a resolution in writing, or in electronic form, sent to every Trustee and signed by a simple majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

52. Except for the presiding chairman, who has a second or casting vote, every Trustee has one vote on each issue.

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

POWERS OF TRUSTEES

54. The Trustees have the following powers in the administration of the Trust:

(A) to appoint the Chairman, Deputy Chairman, a treasurer and other honorary officers from among their number;

(B) to delegate any of their functions to committees consisting of 2 or more individuals appointed by them (but at least 1 member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);

(C) to invite a person they reasonably consider will be able to provide expert or specialist advice to any meeting of the Trust;

(D) to make rules or regulations consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings, and at meetings of committees, and the administration of the Trust;

(E) to establish procedures to assist in the resolution of disputes within the Trust;

(F) to exercise any powers of the Trust which are not reserved to a general meeting.

TERMINATION OF A TRUSTEE'S APPOINTMENT

55. A Trustee's term of office automatically terminates if he or she:

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

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

(C) is absent from 3 consecutive meetings of the Trustees (unless the Trustees are reasonably satisfied that any longer absence is justified in the circumstances);

(D) ceases to be a member (but such a person may be reinstated by a resolution passed by all the other Trustees on resuming membership of the Trust before the next annual general meeting);

(E) resigns by written notice to the Trustees (but only if the number of Trustees remaining in office are sufficient to constitute a quorum);

(F) is removed by resolution passed by at least 50% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

56. The Trustees may at any time co-opt any person duly qualified to provide expert advice to the Trust as a Trustee to fill a vacancy in their number or as an additional Trustee, but such person shall hold office only until the next annual general meeting.

57. 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.

SECRETARY

58. The Trustees may appoint a person (including an employee of the Trust) to act as Secretary in accordance with the Act for such period and upon such conditions (including remuneration) as they may think fit, and any Secretary so appointed may be removed by them.

THE COMPANY SEAL

59(A) Any common seal may be used only by the authority of the Trustees and the Trustees may decide by what means and in what form it is to be used.

(B) Unless otherwise decided by the Trustees, if the Trust has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person (being a Trustee or other person authorised by the Trustees) in the presence of a witness who attests the signature.

RECORDS AND ACCOUNTS

60. The Trustees must comply with the requirements of the Act 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 to the Commission of:

(A) annual reports;

(B) annual returns;

(C) annual statements of account.

61. The Trustees must keep proper records of:

(A) all proceedings at general meetings;

(B) all proceedings at meetings of the Trustees;

(C) all proceedings and reports of committees; and

(D) all professional advice obtained.

62. Accounting records relating to the Trust must be made available for inspection by any Trustee at any reasonable time during normal office hours and, if the Trustees so decide, may be made available for inspection by members who are not Trustees.

63. A copy of the Trust's latest available statement of account must be supplied, within 2 months, to any Trustee or member, or to any other person who makes a written request and pays the Trust's reasonable costs.

NOTICES

64. A notice may be served by the Trust upon any member, either by hand or post, or by suitable electronic means, addressed to such member at his or her address as appearing in the register of members.

65. Notices may also be published in any suitable journal or newspaper circulating in the area of benefit, or in any newsletter distributed by post or electronically by the Trust.

66. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

(A) 24 hours after being sent by electronic means or delivered by hand to the registered address;

(B) 2 clear days after being sent by first class post to that address;

(C) 3 clear days after being sent by second class or overseas post to that address;

(D) on the date of publication of a newspaper containing the notice;

(E) on being handed to the member personally or, if earlier,

(F) as soon as the member acknowledges actual receipt.

67. 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

TRUSTEES'/DIRECTORS' INDEMNITY

68. A relevant director of the Trust, or of an associated company of the Trust, may be indemnified out of the Trust's assets against:

(A) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Trust or an associated company;

(B) any liability incurred by that director in connection with the activities of the Trust or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

(C) any other liability incurred by that director as an officer of the Trust or associated company.

69. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act, or by any other provision of law.

70. In Article 68:

(A) companies are associated if one is a subsidiary of another, or both are subsidiaries of the same body corporate; and

(B) a "relevant director" means any director or Trustee or former director or Trustee of the Trust or an associated company.

DISSOLUTION

71. Clause 9 of the Memorandum relating to the winding up and dissolution of the Trust shall have effect as if the provisions of it were repeated in these Articles.