

**EXTRAORDINARY GENERAL MEETING OF
THE NUFFIELD FARMING SCHOLARSHIPS TRUST**

At 8.30 a.m. to 10.00 a.m. on WEDNESDAY 23rd NOVEMBER 2022



**AT CARDIFF CITY HALL
(Cathays Park, Cardiff CF10 3ND)**

EGM PAPERS



Dear Nuffield Scholar or Member,

Please find below the formal notice of an **Extraordinary General Meeting (EGM)** to be held at **08.30 a.m. on Wednesday 23rd November 2022**:

Notice of Nuffield Farming Scholarships Trust EGM

Notice is hereby given that an EGM of the company will be held in the Council Chambers at the Cardiff City Hall, Cathays Park, Cardiff CF10 3ND on Wednesday 23rd November at 8.30 – 10.00 a.m.

The Meeting will conduct the business as set out in the attached agenda and in accordance with the Memorandum and Articles of Association of the Nuffield Farming Scholarships Trust (4th June 2003) as amended by special resolution on 21st November 2014. Members will note that this meeting is primarily to consider potential changes to the Memorandum and Articles and the associated special resolution.

A member entitled to attend and vote at the meeting is entitled to appoint a proxy to vote, and attend, instead of them as arranged with the Director in accordance with the Memorandum and Articles of Association of the Nuffield Farming Scholarships Trust (4th June 2003) as amended by special resolution on 21st November 2014.

By order of the Board of Trustees

Dated 26th October 2022

Signed by
M. J. Vacher
Director

The following papers are attached :

- EGM:
- EGM Agenda (including explanatory notes);
- Memorandum & Articles Amendments Explanation and Review Draft.

Further Circulation of Papers:

The papers above will be posted shortly in hard copy to all Nuffield Scholars as well as posting on the website. The 2022 Annual Report will be posted before the Conference.

Please do not hesitate to contact me in case there is any help or assistance that I might be able to provide.

Kind Regards

Mike
Tel: 01460 234012
Email: Director@NuffieldScholar.org



**AN EXTRAORDINARY GENERAL MEETING
OF THE NUFFIELD FARMING SCHOLARSHIPS TRUST
TO BE HELD AT CARDIFF CITY HALL ON
WEDNESDAY 23rd NOVEMBER 2022 AT 08.30 – 10.00 a.m.**

AGENDA

1.	Welcome
2.	Apologies for Absence
3.	Review of the Proposed Changes to the Memorandum & Articles (June 2003 as Amended November 2014). See Note 1 below.
4.	To Consider a Special Resolution to Amend the Memorandum and Articles: “THAT the articles of association of the Company be amended by deleting the wording shown in struck through text and inserting the wording shown in highlighted red text in the draft articles produced to the meeting and, for the purposes of identification, initialled by the Chairman.”
5.	Chairman’s Update
6.	Director’s Briefing
7.	Any Other Business

Note 1: *A Trustees Working Group was formed to examine the current Memorandum & Articles and make recommendations for amendments to ensure that these reflect best practice and current circumstances. The findings have now been reviewed by the Trustee Board. The subsequent conclusions and recommendations of the Trustee Board are now presented to members for their consideration and approval of the special resolution. These are provided in a separate Note on the Review of Memorandum and Articles as at 30th March 2014.*

MJV

Note for Scholars and Members of the Nuffield Farming Scholarships Trust:

An Explanation and Review Draft of Proposed Changes to the Memorandum and Articles (Incorporated on 4 June 2003 as amended by special resolution dated 21 November 2014)

1. The Review Draft or 'drafting copy' below includes a number of significant changes and other minor amendments to update the current Memorandum and Articles. These are explained in the following paragraphs.
2. The Changes and Amendments are identified by:
 - a. Significant Changes have the new text **highlighted** after any deletions in the original '~~struck through~~' with new wording **in bold**.
 - b. Minor Amendments have the new text *in italics underlined* after the '~~struck through~~' original. These concern:
 - i. Changing 'United Kingdom' to 'England, Wales, Scotland or Northern Ireland' so that it is redefined by its constituent Countries;
 - ii. Sorting gender issues in the text throughout;
 - iii. Changing reference to 'subscriptions' to (more properly) 'donations' throughout;
 - iv. Enabling the use of electronic communications for emails and videoconferences.
 - v. Making minor corrections to grammar or wording.

Significant Changes:

3. Memorandum Clause 3 - Broadening of the Objects. There has been continued concern that these Objects do not cover all the activities of NFST. Application has therefore been made to the Charity Commission, and approval obtained, to have these broadened. The Trustees reviewed the permission and formally approved the changes at their Meeting on 30th June 2022.
4. Memorandum Clause 4/4.1 - Bringing eligibility for scholarships in line with Objects. These clauses are also broadened as shown in the revised text.
5. Articles Clause 1.3. Amendment to Sub-Clause 1.3.3 – and amends to subsequent clauses - to allow NFST Membership by Non-Scholar members of Trustee Board and Selection Committee;
6. Articles Clause 2.13.4.(i - iii). Allowance for extension of Non-Scholar External Advisors for a second term and, also, Returning Scholar Trustees should it not be possible to elect a new one;
7. Articles Clause 3.2 and 3.8. Excluding co-opted Trustees from the count of Trustees to allow for flexibility of maximum numbers if required, up to 15 Trustees;
8. Article 3.5. Removal of need to retire a quarter of all Trustees each year, whilst retaining maximum tenure for a Trustee at 6 years;
9. Article 3.6.2. Explaining that any recommendation to extend the term of a Chair from 2 years to 3 years has to be recommended by the Trustee Board.
10. Article 3.7.3. Minor amendment to the terms under which a Trustee who is unable to attend meetings has their office terminated.

11. Article 6. Adjusting to include ‘Trustee Board’ rather than ‘Selection Committee’ – with an additional clause enabling delegation to the Selection Committee to reflect primacy of the Trustee Board and current practices.

MJV

25th October 2022

REVIEW OF MEM & ARTS OCTOBER 2022 DRAFTING COPY

As Approved by Trustees on 30th June 2022

Company No: 4787639

Charity No: 1098519

THE COMPANIES ACT 2006

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

NUFFIELD FARMING SCHOLARSHIPS TRUST

Incorporated on

4 June 2003

As amended by special resolution dated 21 November 2014

COMPANIES ACT 2006

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

**MEMORANDUM OF ASSOCIATION OF
NUFFIELD FARMING SCHOLARSHIPS TRUST**

1 NAME

The name of the company is Nuffield Farming Scholarships Trust ("the Charity").

2 REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3 OBJECTS

The objects of the Charity are to promote agricultural, horticultural, forestry and countryside management education in the United Kingdom and abroad and to advance the standard of farming (including the food supply chain, horticulture, forestry and countryside management and associated topics) in the United Kingdom by the provision of Scholarships to persons who fulfil the conditions set out in clause 4 below to enable them to study the practices and techniques employed anywhere in the world ("the Objects").

The objects of the Charity are to promote agricultural, horticultural, forestry and countryside management education in ~~the United Kingdom~~ England, Wales, Scotland or Northern Ireland and abroad and to advance the standard of farming (including the food supply chain, horticulture, forestry and countryside management and associated topics) in ~~the United Kingdom~~ England, Wales, Scotland or Northern Ireland, **including but without limitation**, by the provision of Scholarships to persons who fulfil the conditions set out in clause 4 below to enable them to study the practices and techniques employed anywhere in the world ("the Objects").

4 ELIGIBILITY FOR AWARD OF SCHOLARSHIP

The Scholarships, which shall also be known as "Nuffield Farming Scholarships" shall be open to all persons who are ordinarily resident in ~~the United Kingdom of Great Britain and Northern Ireland~~ England, Wales, Scotland or Northern Ireland, and are also:

4.1 farmers, farm managers, horticulturists or foresters; and/or

It is proposed that this be amended to:

The Scholarships, which shall also be known as “Nuffield Farming Scholarships” shall be open to all persons who are ordinarily resident in ~~the United Kingdom of Great Britain~~ *England, Wales, Scotland or Northern Ireland* or living abroad but working for the agricultural industry (including the food supply chain, horticulture, forestry, countryside management and associated topics) in England, Wales, Scotland or Northern Ireland and are also:

4.1 farmers, farm managers, horticulturalists, foresters, countryside managers and/or associated businessmen/ professionals; and/or

4.2 persons who satisfy such other conditions as may be prescribed by the Trustee Board from time to time, not being conditions which would restrict the eligible persons to a group of persons which is not a sufficient section of the community to ensure the public nature of the Charity.

5 POWERS

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

5.1 To promote, encourage or carry out organised research and experimental work and to publish, publicise or by any other means disseminate the results thereof

5.2 To support, administer or set up other charities

5.3 To procure to be written and print, publish and issue and distribute information gratuitously or otherwise any reports or periodicals, books, pamphlets or other documents

5.4 To co-operate with and give administrative and clerical assistance to organisation set up in any country outside ~~the United Kingdom~~ *of England, Wales, Scotland or Northern Ireland* and having objects similar or analogous to those of the Charity (“Overseas Schemes”) including co-ordinating, managing and organising courses and seminars on relevant topics for persons from overseas who have been awarded scholarships or grants by Overseas Schemes provided that the cost of such courses and seminars shall, where practicable, be paid for by the Overseas Scheme or Overseas Schemes concerned and not by the Charity

5.5 To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, conferences and classes

5.6 To raise funds, including the power to obtain, collect and retrieve money and funds by way of subscriptions, contributions, donations (including deeds of covenant and gift aid), grants and any other lawful method, and accept and receive gifts of property of any description (whether subject to special trusts or not) but not by means of taxable trading

5.7 To borrow money and give security for loans, whether or not on the security of the Charity’s funds, investments, land and other property, or any part of the same with power to charge the same or any part thereof with the repayment of the money so borrowed (but only in accordance with the restrictions imposed by the Charities Act 2011)

5.8 To acquire or hire property of any kind

- 5.9 To let or dispose of property of any kind including any interest therein (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 5.10 To make grants or loans of money and to give guarantees
- 5.11 To set aside funds for special purposes or as reserves against future expenditure
- 5.12 To invest Charity funds in the purchase of or at interest on the security of such stocks, funds, shares, securities, or other investments or property of whatever nature and wherever situated as the Trustee Board in their absolute discretion think fit to the intent the Trustee Board shall have the same full and unrestricted powers of investing and transposing investments as if they were beneficially entitled any manner to such Charity funds (but to consider investing only after obtaining advice from a Financial Expert and after having regard to the suitability of investments and the need for diversification)
- 5.13 To delegate the management of investments to a Financial Expert but only on terms that:
 - 5.13.1 the investment policy is set down in writing for the Financial Expert by the Trustee Board
 - 5.13.2 every transaction is reported promptly to the Trustee Board
 - 5.13.3 the performance of the investments is reported regularly with the Trustee Board
 - 5.13.4 the Trustee Board are entitled to cancel the delegation arrangement at any time
 - 5.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 5.13.6 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 Trustee Board on receipt
 - 5.13.7 the Financial Expert must not do anything outside the powers of the Trustee Board
- 5.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustee Board or of a Financial Expert acting under their instructions and to pay any reasonable fee required
- 5.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 5.16 To insure the Trustee Board Members against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or directors of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty in relation to the Charity, unless the Trustee Board Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 5.17 Subject to clause 6 below, to employ paid or unpaid agents, staff or advisers

- 5.18 To enter into contracts to provide services to or on behalf of other bodies and to enter into contracts relating to the giving of Scholarships with persons to whom Scholarships are awarded
- 5.19 To establish subsidiary companies to assist or act as agents for the Charity
- 5.20 To pay the costs of forming the Charity
- 5.21 To enter into guarantees and indemnities, limited or unlimited
- 5.22 To do anything else within the law to promote or help to promote the Objects of the Charity as the Trustee Board may from time to time determine

6 BENEFITS TO MEMBERS AND TRUSTEE BOARD MEMBERS

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but
 - 6.1.1 Members who are not Trustee Board Members may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 6.1.2 Members (including Trustee Board Members) may be paid interest at a reasonable rate on money lent to the Charity
 - 6.1.3 Members (including Trustee Board Members) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 6.1.4 individual Members who are not Trustee Board Members but who are Beneficiaries may receive charitable benefits in that capacity
- 6.2 A Trustee Board 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 clauses 5.16, 6.1.2, 6.1.3 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 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 6.2.4 payment to any company in which a Trustee Board Member has no more than a 1 per cent shareholding
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 6.3 Any Trustee Board Member and/or the Secretary (or any firm or company of which such person is a member or employee) may enter into a contract with the Charity to supply goods

or services including services as employee of the Charity 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

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 clause 6.4

6.3.3 no more than one quarter of the Trustee Board are subject to such a contract in any financial year

6.4 Whenever a Trustee Board Member has a personal interest in a matter to be discussed at a meeting of the Trustee Board or a committee the Trustee Board Member concerned must:

6.4.1 declare an interest at or before discussions begins on the matter

6.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

6.4.3 not be counted in the quorum for that part of the meeting

6.4.4 withdraw during the vote and have no vote on the matter

6.5 This clause 6 may not be amended without the prior written consent of the Commission.

7 LIMITED LIABILITY

The liability of Members is limited

8 GUARANTEE

Every Member shall, if the Charity is dissolved while ~~he, she or it~~ they remains a Member or within 12 months afterwards, pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while ~~he or she or it was~~ they were a Member

9 DISSOLUTION

9.1 If the Charity 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:

9.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

9.1.2 directly for the Objects or charitable purposes within or similar to the Objects

9.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

9.2 A final report and statement of account must be sent to the Commission

10 INTERPRETATION

- 10.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.
- 10.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
----------------------------------	---------------------------

J. Alvis of Regilbury Park Farm, Benches Lane,
Winford, Bristol, BS40 8BE

Prof E.W Jones of Ancellar House, Edgmond,
Newport, Shropshire, TF10 8NA

C Tweed of 31 Ballycoose Road, Ballycoose,
Ballygally, Larne, Co Antrim, BT40 2RW

Dr L Freeman of No 1 Fairmile, 98 Newmarket Road
Norwich, Norfolk, NR2 2LB

A E J Fowler of Cleatham Villa, Scotter,
Gainsborough, Lincs, DN21 3HY

L E Baugh of Neatishead Hall, Neatishead,
Norwich, Norfolk, NR12 8XX

D J H Butler of Heaven Farm, Furness Green, Uckfield,
East Sussex, TN22 3RG

J Stones of Blaston Lodge Farm, Blaston,
Market Harborough, Leicestershire, LE16 8DB

Date _____ [Date]

Witness to the above signatures

[Name, address and occupation of witness]

[Signature of witness]

COMPANIES ACT 2006

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

**ARTICLES OF ASSOCIATION OF
NUFFIELD FARMING SCHOLARSHIPS TRUST**

1 MEMBERSHIP

- 1.1 The number of Members with which the Charity proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of Members
- 1.3 ~~Member~~ Membership of the Charity is open to any individual or organisation interested in promoting or sponsoring the Objects who
- 1.3.1 applies to the Charity in the form required by the Trustee Board;
- 1.3.2 is approved by the Trustee Board (which approval may in the absolute discretion of the Trustee Board be withheld or qualified);
- 1.3.3 is a Nuffield Scholar or an Honorary Nuffield Scholar who pays at least the Qualifying ~~Subscription~~ Donation to the Charity (subject to the absolute discretion of the Trustee Board to waive this requirement) or is a Recognised Sponsor who pays at least the Qualifying Sponsorship to the Charity; and

Proposed to be reworded as:

is a Nuffield Scholar or an Honorary Nuffield Scholar **or a member of the Trustee Board or the Selection Committee, in all cases** who pays at least the Qualifying ~~Subscription~~ Donation to the Charity (subject to the absolute discretion of the Trustee Board to waive this requirement) or is a Recognised Sponsor who pays at least the Qualifying Sponsorship to the Charity; and

- 1.3.4 signs the Register of Members or consents in writing to become a Member either personally or (in the case of a Member Organisation) through an Authorised Representative

- 1.4 The subscribers to the Memorandum are the first Members of the Charity
- 1.5 All subscribers to the Old Charity at the time of dissolution of the Old Charity shall be Members of the Charity as from the date of removal of the Old Charity from the Commission's register of charities
- 1.6 The Trustee Board may establish different classes of Membership and prescribe their respective privileges and duties. The Trustee Board shall set the amounts of the Qualifying ~~Subscriptions~~ Donation and Qualifying Sponsorships. Different Qualifying ~~Subscriptions~~ Donations may be set for Nuffield Scholars and Honorary Nuffield Scholars and different Qualifying Sponsorships may be set for different Recognised Sponsors
- 1.7 Member is terminated if the Member concerned
- 1.7.1 gives written notice of resignation of ~~his or her~~ their or its Membership to the Charity;
- 1.7.2 dies or (in the case of a Member Organisation) ceases to exist;
- 1.7.3 is six months in arrears in paying the relevant Qualifying ~~Subscriptions~~ Donation or Qualifying Sponsorship unless waived by the Trustee Board (but in either such case the Member may be reinstated at the discretion of the Trustee Board on payment of the amount due); or
- 1.7.4 is removed from Membership by resolution of the Trustee Board on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice)
- 1.8 Member Organisations shall be entitled by giving notice in writing to the Trustee Board to change its Authorised Representative.
- 1.9 Membership of the Charity is not transferable

2 GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or by proxy. General meetings shall be called on at least clear 21 days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five per cent of the total number of Members
- 2.3 A Member present, either in person or by proxy, at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 2.4 The rights of a Member Organisation shall be exercised by its Authorised Representative. A vote given by an Authorised Representative of a Member Organisation (whether given personally by ~~him~~ them or by ~~his~~ their proxy) shall be valid notwithstanding the previous

determination of the authority of the Authorised Representative unless notice of the determination was received by the Charity before the commencement of the meeting or adjourned meeting at which the vote is given

2.5 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustee Board may be deposited at the office of the Secretary or at such other place within ~~the United Kingdom~~ England, Wales, Scotland or Northern Ireland, as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

2.6 An instrument appointing a proxy shall be in writing, and submitted by post or electronic means to arrive no later than forty-eight hours in advance of the meeting, executed by or on behalf of the Member and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustee Board may approve):-

“Nuffield Farming Scholarships Trust

I/We, of , being a Member of the above-named Charity, hereby appoint of , or failing ~~him/her~~ them, of , as my/our proxy to vote in my/our name(s) and on my/our behalf at the AGM/EGM of the Charity to be held on 20 , and at any adjournment thereof.

Signed on 20 .”

2.7 Where it is desired to afford Members an opportunity of instructing the proxy how ~~he or she~~ they shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustee Board may approve):-

“Nuffield Farming Scholarships Trust

I/We, of , being a Member of the above-named Charity, hereby appoint of , or failing ~~him/her~~ them, of , as my/our proxy to vote in my/our name and on my/our behalf at the AGM/EGM of the Charity to be held on 20 , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against.

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as ~~he~~ they thinks fit or abstain from voting.

Signed this day of 20 .”

- 2.8 The ~~Chairman~~ *Chair* or (if the ~~Chairman~~ *Chair* is unable or unwilling to do so) the Vice ~~Chairman~~ *Chair* or (if ~~he or she is~~ *they are* unable or unwilling to do so) or the Director (if ~~he or she is~~ *they are* unable or unwilling to do so) or some other Member elected by those present shall preside at a general meeting
- 2.9 Except where otherwise provided by the Act, every issue shall be decided by a majority of the votes cast
- 2.10 Except for the person presiding at a general meeting, who has a second or casting vote in the case of an equality of votes, every Member present in person or by proxy has one vote on each issue
- 2.11 A written resolution signed by all those entitled to vote at a general meeting is a 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)
- 2.12 The Charity must hold an AGM, in every year which all Members are entitled to attend. The first AGM shall be held within 18 months after the Charity’s incorporation.
- 2.13 The business to be transacted at the AGM shall be notified to the Members in advance in accordance with the Act and may include, without limitation, resolutions to:
- 2.13.1 receive the accounts of the Charity for the previous financial year;
- 2.13.2 receive the Trustee Board’s report on the Charity’s activities since the previous AGM;
- 2.13.3 accept the retirement of those Trustee Board Members who wish to retire or who are retiring by rotation (where appropriate);
- 2.13.4 accept the appointment as a Trustee Board Member of:
- (i) Non-Member External Advisors who have been nominated by the Trustee Board to serve for a term of 3 years to fill the vacancies arising;

The following amendment is proposed:

- (i) Non-Scholar External Advisors who have been nominated by the Trustee Board to serve for a term of 3 years **or a second 3 year term (if such persons have been nominated for re-election by the Trustee Board)** to fill the vacancies arising;
- (ii) a Returning Scholar who has been nominated by ~~his/her~~ *their* year group to serve for a term of 2 years;

The following amendment is proposed:

- (ii) a Returning Scholar who has been nominated by ~~his/her~~ *their* year group to serve for a term of 2 years. **In exceptional circumstances, when it is not**

possible to elect a new Returning Scholar who has completed their scholarship programme, this term may be extended;

- (iii) Members, Nuffield Scholars (other than Returning Scholars) and/or Honorary Nuffield Scholars to serve for a term of 3 years or a second 3 year term (if such persons have been nominated for re-election by the Trustee Board) to fill the vacancies arising;

The following amendment is proposed:

- (iii) Members, Nuffield Scholars (other than Returning Scholars) and/or Honorary Nuffield Scholars to serve for a term of 3 years or a second 3 year term (if such persons have been ~~nominated~~ **recommended** for re-election by the Trustee Board) to fill the vacancies arising;

2.13.5 approve the appointment of the auditors for the Charity;

2.13.6 confer on any individual (with ~~his or her~~ *their* consent) the honorary title of Patron, President, Vice-President or Governor of the Charity;

2.13.7 elect the ~~Chairman~~ *Chair*, Vice ~~Chairman~~ *Chair* (or other honorary officers) (as applicable) such persons as have been nominated by the Trustee Board pursuant to article 5.3; and

2.13.8 confer the title of Honorary Nuffield Scholar.

2.14 Any general meeting which is not an AGM is an EGM. Subject as elsewhere specifically provided in these Articles the matters listed in article 2.13 above shall be reserved to the Members who may vote on any of these matters at an EGM.

2.15 An EGM may be called at any time by the Trustee Board and must be called within 28 days of a written request from at least five per cent of the Members

Insert a new clause:

2.16 *Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting. In the context of meetings conducted in such manner, references in these Articles to attendance or presence in person includes presence by such Electronic Means.*

3 TRUSTEE BOARD

3.1 The Trustee Board as charity trustees have control of the Charity and its property and funds.

~~3.2 The Trustee Board when complete consists of at least six and not more than thirteen individuals, each of whom shall be:-~~

~~3.2.1 a Member; and/or~~

~~3.2.2 a Nuffield Scholar; and/or~~

~~3.2.3 an Honorary Nuffield Scholar; and/or~~

~~3.2.4 a Non-Member External Advisor~~

~~but at least 75% of the Trustee Board shall be Nuffield Scholars and/or Honorary Nuffield Scholars but if such requirement is not satisfied by reason of termination of office the decisions of the Trustee Board shall not be invalidated. There shall be no more than two Non-Member External Advisors.~~

It is recommended that the above is amended to:

3.2 The Trustee Board when complete consists of at least six and not more than thirteen individuals, (except as provided for in paragraphs 3.8 and 5.1) each of whom shall be:-

3.2.1 a Member, listed in Article 1.3.3 as a Recognised Sponsor or in Article 1.3.4 as their Authorised Representative; and/or

3.2.2 a Nuffield Scholar; and/or

3.2.3 an Honorary Nuffield Scholar; and/or

3.2.4 a Non-Scholar External Advisor

but at least 75% of the Trustee Board shall be Nuffield and/or Honorary Nuffield Scholars but if such requirement is not satisfied by reason of termination of office the decisions of the Trustee Board shall not be invalidated. There shall be no more than two Non-Scholar External Advisors.

3.3 The subscribers to the Memorandum shall be the first Trustee Board Members of the Charity.

3.4 Every further Trustee Board Member shall sign a declaration of willingness to act as a charity trustee of the Charity before ~~he or she is~~ they are eligible to vote at any meeting of the Trustee Board

3.5 Subject to Article 3.6, one quarter (or the nearest lower number to one quarter) of the Trustee Board shall retire at each AGM (unless they are currently holding office as Chairman or Vice Chairman) those longest in office retiring first and the choice between any of equal service being made by the drawing of lots but each Trustee Board Member shall be eligible for re-election provided that at such AGM such Trustee Board Member has not held continuous office (excluding any period during which ~~he was~~ they were a "Returning Scholar") for more than six years

It is recommended that the above is amended:

3.5 Subject to Article 3.6, one quarter (or the nearest lower number to one quarter) of the Trustee Board shall retire at each AGM (unless they are currently holding office as Chairman or Vice Chairman) those longest in office retiring first and the choice between any of equal service being made by the drawing of lots but Each Trustee Board Member shall be eligible for re-

election provided that at such AGM such Trustee Board Member has not held continuous office (excluding any period during which they were a “Returning Scholar”) for more than six years

3.6 The retirement of the ~~Chairman~~ Chair and Vice ~~Chairman~~ Chair in their capacity of Trustee Board Members under Article 3.5 shall be postponed for so long as they hold office as ~~Chairman~~ Chair or Vice ~~Chairman~~ Chair. The ~~Chairman~~ Chair and Vice ~~Chairman~~ Chair shall each hold their respective offices as ~~Chairman~~ Chair and Vice ~~Chairman~~ Chair until:

3.6.1 the second AGM to be held after their appointment; or

3.6.2 the third AGM to be held after their appointment if, at the second AGM to be held after their appointment, the members have resolved that there are exceptional circumstances justifying a one year extension to the term of appointment of ~~Chairman~~ Chair or Vice ~~Chairman~~ Chair

at which they shall retire and shall not be eligible for re-election to the same office for a period of one year but shall be eligible for election as ~~Chairman~~ Chair (in the case of the Vice ~~Chairman~~ Chair) or as Vice ~~Chairman~~ Chair (in the case of the ~~Chairman~~ Chair)

It is recommended that the above is amended:

3.6.2 the third AGM to be held after their appointment if, at the second AGM to be held after their appointment, on the recommendation of the Trustee Board, the Members have resolved that there are exceptional circumstances justifying a one year extension to the term of appointment of Chair or Vice Chair at which they shall retire and shall not be eligible for re-election to the same office for a period of one year but shall be eligible for election as Chair (in the case of the Vice Chair) or as Vice Chairman (in the case of the Chairman)

3.7 A Trustee Board Member's term of office automatically terminates if ~~he or she~~ they:

3.7.1 ~~is~~ are disqualified under the Charities Act 2011 from acting as a charity trustee;

3.7.2 ~~is~~ are incapable, whether mentally or physically, of managing ~~his or her~~ their own affairs;

3.7.3 ~~is~~ are absent from 4 consecutive meetings of the Trustee Board;

It is proposed this is amended:

3.7.3 are absent from 4 consecutive meetings of the Trustee Board without the permission of the Chair and the other Trustee Board Members resolve that their term of office be terminated;

3.7.4 resigned by written notice to the Trustee Board (but only if at least two Trustee Board Members will remain in office);

- 3.7.5 is removed by resolution passed by at least fifty per cent of the Members at a general meeting after the meeting has invited the views of the Trustee Board Member concerned and considered the matter in the light of any such views; or
- 3.7.6 ceases to have the required qualifications set out in Article 3.2
- 3.8 The Trustee Board may at any time co-opt any person duly qualified to be appointed as a Trustee Board Member to fill a vacancy in their number but a co-opted Trustee Board Member holds office only until the next AGM

It is recommended that the above is amended to allow for retention/inclusion of Trustees with special expertise:

- 3.8 The Trustee Board may at any time co-opt any person **or persons** duly qualified to be appointed as a Trustee Board Member **to fill a vacancy in their number with voting rights provided that the total number of Trustees does not exceed fifteen** but a co-opted Trustee Board Member holds office only until the next AGM
- 3.9 A technical defect in the appointment of a Trustee Board Member of which the Trustee Board Members are unaware at the time does not invalidate decisions taken at a meeting of the Trustee Board
- 4 PROCEEDINGS OF THE TRUSTEE BOARD**
- 4.1 The Trustee Board shall hold at least two meetings each year
- 4.2 A quorum at a meeting of the Trustee Board is fifty per cent of the total number of Trustee Board Members holding office (or the nearest highest number)
- 4.3 The ~~Chairman~~ Chair or (if ~~he is~~ they are not present) the ~~Vice Chairman~~ Chair or (if ~~he is~~ they are not present) some other Trustee Board Member chosen by the Trustee Board present shall preside at each meeting of the Trustee Board
- 4.4 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustee Board Members 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)
- 4.5 Except for the ~~Chairman~~ Chair of the meeting, who has a second or casting vote in the case of equality of votes, every Trustee Board Member has one vote on each issue
- 4.6** A procedural defect of which the Trustee Board are unaware at the time does not invalidate decisions taken at a meeting

Insert a new clause

- 4.7 Any Trustee Board Member may participate in a meeting of the Trustee Board in person or by means of video conference, telephone or any suitable Electronic Means agreed by the Trustee Board and by which all those participating in the meeting are able to communicate with all other participants. If all the Trustee Board Members participating in the meeting are

not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

5 POWERS OF THE TRUSTEE BOARD

The Trustee Board have the following powers in the administration of the Charity:

- 5.1 to appoint any person willing to act as a trustee of the Charity to be a Trustee Board Member, either to fill a vacancy or as an addition to the existing Trustee Board, but the total number of Trustee Board Members shall not exceed the maximum number prescribed by these Articles. Any trustee so appointed shall retire at the next AGM of the Charity following such appointment, and shall be eligible for reappointment but is not to be taken into account when deciding which and how many directors should retire by rotation at such meeting;

It is recommended that the above is amended:

The deletion at Clause 3.5 makes the deleted section below superfluous.

- 5.1 to appoint any person willing to act as a trustee of the Charity to be a Trustee Board Member, either to fill a vacancy or as an addition to the existing Trustee Board, but the total number of Trustee Board Members shall not exceed the maximum number prescribed by these Articles **excluding a co-opted person provided for in Article 3.2.** Any trustee so appointed shall retire at the next AGM of the Charity following such appointment and shall be eligible for reappointment. ~~but is not to be taken into account when deciding which and how many directors-trustees should retire by rotation at such meeting;~~
- 5.2 to appoint (and remove) the Director (who will be in attendance at Trustee Board meetings)
- 5.3 to nominate a ~~Chairman~~ Chair, Vice ~~Chairman~~ Chair, and other honorary officers from the Nuffield Scholars amongst their number
- 5.4 to recommend (for approval at the next AGM) Trustee Board Members for re-election for a second 3 year term
- 5.5 to delegate any of their functions to committees consisting of two or more individuals appointed by them and determine their powers and terms of reference. (At least one member of every committee must be a Trustee Board Member and all proceedings of committees must be reported promptly to the Trustee Board)
- 5.6 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5.7 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.8 to make recommendations as to the skills required by the Trustee Board and as to candidates for election as new Trustee Board Members, for approval at the next AGM

- 5.9 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5.10 to establish procedures to assist the resolution of disputes within the Charity
- 5.11 to exercise any powers of the Charity which are not reserved to a general meeting
- 5.12 to set the Charity's Eligibility Criteria to the extent permitted by regulation 4 of the Memorandum and an appropriate application form
- 5.13 to encourage the formation of groups to perform advisory roles and to further the Objects of the Charity

6 SELECTION COMMITTEE AND SCHOLARS' OBLIGATIONS

- 6.1 The Trustee Board shall appoint as a standing committee a selection committee ("Selection Committee") consisting of the ~~Chairman~~ Chair and Vice ~~Chairman~~ Chair (who will act as ~~chairman~~ chair and vice ~~chairman~~ chair of any meetings of the Selection Committee) and three others to be decided by the Trustee Board. The members of the Selection Committee may co-opt persons from other organisations to sit with them during selections
- 6.2 Every member of the Selection Committee shall be appointed for three years (for which purpose the holding of office as a member of the Old Charity's selection committee shall be counted). Every member of the Selection Committee who retires shall be eligible for reappointment after three years. A member of the Selection Committee appointed to fill a casual vacancy shall retire on the same date as the member whose vacancy ~~he fills~~ they fill would ~~he~~ have retired
- 6.3 The Selection Committee shall from time to time make recommendations to the Trustee Board as to the Scholarships to be awarded each year, their value having regard to the funds available, their duration and the conditions under which each shall be held

It is recommended that the following clauses are adjusted to reflect the authority of the Trustee Board as indicated:

- 6.4 Application for Scholarship shall be made in such form and manner as the Trustee Board shall require and each person to have received a Scholarship, completed their required study and complied with the Charity's conditions attaching to the Scholarship shall be known as a "Nuffield Scholar", and shall be entitled to use the letters "N.Sch." after their name.
- 6.5 During the tenure of a Scholarship, each Beneficiary shall be required to devote such reasonable time as is necessary to observation, travel, and other forms of practical study to be approved by the ~~Selection Committee~~ Trustee Board
- 6.6 Within three months of the expiry of the term of a Beneficiary's scholarship award (or such extended period as the Charity may allow) each Beneficiary shall submit to the Selection Committee a report of ~~his~~ their activities and studies during that term. The ~~Selection Committee~~ Trustee Board shall be entitled to publish any report or any of the information contained in it in such manner as the Charity may think fit

- 6.7 Each Beneficiary shall disseminate the results of his their studies amongst colleagues in the industry to the best of his their ability
- 6.8 If a Beneficiary shall, in the opinion of the ~~Selection Committee~~ **Trustee Board**, fail to comply with any of the requirements subject to which the Scholarship was awarded, the Charity shall have power to terminate the Scholarship forthwith and reclaim from the Beneficiary all monies paid to him them and incurred on his their behalf by the Charity.

Insert additional clause:

6.9: The Trustee Board may delegate any of its functions under this Article 6 to the Selection Committee, and may at any time revoke such delegation.

7 RECORDS AND ACCOUNTS

- 7.1 The Trustee Board must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 7.1.1 annual reports;
- 7.1.2 annual returns; and
- 7.1.3 annual statements of account

- 7.2 The Trustee Board must keep proper records of

- 7.2.1 all proceedings at general meetings;
- 7.2.2 all proceedings at meetings of the Trustee Board;

It is recommended that the following clause is adjusted:

- 7.2.3 all reports and records 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 Trustee Board Member at any reasonable time during normal office hours and may be made available for inspection by Members who are not on the Trustee Board if the Trustee Board so decide
- 7.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee Board Member, Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of request
- 7.5 The Charity may participate in a direct debiting scheme as an originator for the purpose of collecting Qualifying ~~Subscriptions~~ Donations and Qualifying Sponsorships from Members

and/or any other moneys due to the Charity. In furtherance of this purpose, the Charity may enter into any indemnity required by the bank upon whom direct debts are to be originated.

8 NOTICES

- 8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or national newspaper or any newspaper distributed by the Charity
- 8.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having being received
- 8.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 8.3.2 two clear days after being sent by first class post to that address;
- 8.3.3 three clear days after being sent by second class or overseas post to the address;
- 8.3.4 on the date of publication of a newspaper containing the noticed;
- 8.3.5 on being handed to the Member (or, in the case of a Member Organisation, its Authorised Representative) personally or, if earlier; or
- 8.3.6 as soon as the Member acknowledges actual receipt
- 8.4 A technical defect in the giving of notice of which the Trustee Board are unaware at the time does not invalidate decisions taken at a meeting.

9 DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as if repeated here.

10 INTERPRETATION

In the Memorandum and in these Articles:

- 10.1 “The Act” means the Companies Act 2006
- “AGM” means an annual general meeting of the Charity
- “Articles” means these Articles of Association
- “Authorised Representative” means an individual who is authorised by a Member Organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary
- “Beneficiaries” means those persons satisfying the Eligibility Criteria

~~“Chairman–Chair”~~ means the ~~chairman–chair~~ of the Trustee Board who must be either a Nuffield Scholar or an Honorary Nuffield Scholar

“Charity” means the company governed by these Articles

“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

“Commission” means the Charity Commission for England and Wales

“The Director” means the person nominated by the Trustee Board to perform the role of lead executive and company secretary of the Charity

“EGM” means an extraordinary general meeting of the Charity

Insert a new definition

“Electronic Means” has the meaning prescribed to it in the Act;

“Eligibility Criteria” means those criteria or conditions for eligibility for Scholarships set out in regulation of the Memorandum

“Financial Expert” means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000 or whose activities are regulated by the Financial Services and Markets Act 2000

“Honorary Nuffield Scholars” means title conferred on a person by the Members who has produced some benefit to the Charity

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

“Member” and “Membership” refer to membership of the Charity (including member organisation)

“Member Organisation” means any organisation of persons (including a Trustee Board Member) whether corporate or not which shall have undertaken in writing to pay the Charity an annual subscription of at least the amount fixed as the qualifying subscription and shall have been accepted as a member organisation by the Trustee Board

“Memorandum” means the Charity’s Memorandum of Association

“month” means calendar month

“Non-Member External Advisor” means a person not being a Member, Nuffield Scholar or an Honorary Nuffield Scholar

“Nuffield Scholar” has the meaning set out in regulation 6.4 of these Articles

“Objects” means the Objects of the Charity as defined in regulation 3 of the Memorandum

“Old Charity” means Nuffield Farming Scholarships Trust, charity number 261823

“Qualifying ~~Subscription~~ Donation” means the yearly ~~subscription~~ donation payable by the Members which shall be fixed and may from time to time be varied by the Trustee Board

“Qualifying Sponsorship” means the yearly gift payable by Members who are Recognised Sponsors which shall be determined and may from time to time to varied by the Trustee Board

“Recognised Sponsor” means a person who or organisation which supports the Charity by way of gift

“Returning Scholar” means Nuffield Scholar elected by his/her peer group to represent their cohort on the Trustee Board for a term of 2 years commencing on completion of their scholarship

“Scholarships” means those scholarship grants decided from time to time by the Charity

“Secretary” means the company secretary of the Charity

“taxable trading” means carrying on a trade or business on a continuing basis which is not for the principal purpose of furthering the Charity’s Objects

“Trustee Board” means the board of directors of the Charity

“Trustee Board Member” means a director of the Charity

“Vice ~~Chairman~~ Chair” means the vice ~~chairman~~ chair of the Trustee Board who shall be either a Nuffield Scholar or Honorary Nuffield Scholar

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

“year” means calendar year

10.2 Expressions defined in the Act have the same meaning

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

NAMES & ADDRESSES OF SUBSCRIBERS

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Date x _____ [Date]

Witness to the above signatures

[Name, address and occupation of witness]

[Signature of witness]