

COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

MINARD COMMUNITY TRUST

(as amended following Special Resolutions of 2nd March 1999,  
4th November 2004 and 31st August 2005)

- L The name of the Company (hereinafter called "the Company") is Minard Community Trust.
2. The registered office of the Company will be situated in Scotland.
3. This clause shall be interpreted as if it incorporated an over-riding qualification limiting the powers of the Company such that any activity which would otherwise be permitted by the terms of the clause may be carried on only if that activity furthers a purpose which is regarded as charitable for the purposes of Section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment for the time being in force) subject to that over-riding qualification, the objects for which the Company is established are:-
  - 3.1.1 a to conserve, regenerate and promote restoration of native woodlands in the geographic area of West Loch Fyne as an important part of Scotland's natural environment for the benefit of the public.
  - 3.1.1b to advance the education of the public generally but particularly the education of young people concerning the local wildlife, conservation and preservation and the natural and cultural heritage of the area;

- 3.1.1c to provide, in the interests of social welfare, facilities for recreation and other leisure time occupations available to the public at large with a view to improving their conditions of life.
- 3.1. Id to provide relief for persons suffering from mental and/or physical disability, illness or impairment through the provision of recreational and other activities.
- 3.1. Ie to promote and/or provide training in various skills, particularly such skills as will assist residents in West Loch Fyne in obtaining paid employment.
- 3.1. If to promote, establish and operate other schemes of a charitable nature for the benefit of the community within West Loch Fyne.
- 3.1. Ig to relieve poverty among the residents of West Loch Fyne.
- 3.1. Ih to promote trade and industry for the benefit of the general public.
- 4. In furtherance of the objects but not otherwise the Company may exercise the following powers:-
  - 4.1 to advise in relation to the organisation, support, monitoring and/or conducting of schemes, projects and programmes of all kinds directed towards the restoration and development of the physical environment of West Loch Fyne with a view to the creation and management of woodland walks and other public paths, wildlife reserves, heritage trails, public parks, car parks and community buildings, visitor/heritage/information centres (incorporating refreshment facilities) and/or other educational or recreational facilities.
  - 4.2 to/

- 4.2 /to advise in relation to, preparing, organising and/or conducting educational and training courses, programmes, presentations, exhibitions and lectures of all kinds and to carry out all such other functions in the field of training and education as the directors may reasonably deem appropriate;
- 4.3 to consider representations from all interested parties in respect of the work of the Company and to execute or recommend such action as may be appropriate in respect thereof.
- 4.4 to assist financially or otherwise by means of loans, with or without interest, on such terms as regards repayments security or otherwise as are deemed appropriate or by way of grant, any individual, company, firm, undertaking, partnership co-operative or other group which has established or is seeking to establish facilities for the benefit of the residents of and visitors to the West Loch Fyne Area.
- 4.5 to promote and collaborate with any organisation or department of Government, Local Government or any firm, business, trust, or company having objects similar in whole or in part with the Company and to obtain from any such body any right, privilege or concession.
- 4.6 to purchase, take on lease or in exchange, hire or otherwise acquire any heritable or moveable property which may be deemed necessary or convenient for any of the purposes of the Company.
- 4.7 to enter into any arrangement for co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated.
- 4.8 To construct, maintain and alter any houses, buildings or works necessary or convenient for the purposes of this Company.
- 4.9 to/

- 4.9 /to take any gift of property, and accept any subscription, grant, donation, gift, legacy and endowment, whether subject to any special trust or not for any one or more of the objects of the Company.
- 4.10 to take such steps by written or personal appeals, public meetings or otherwise as from time to time may be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions, or otherwise.
- 4.11 to print and publish any newspapers, periodicals, books, leaflets or publications in the audio or visual media that the Company may think desirable for the promotion of its objects.
- 4.12 to sell, manage, lease, mortgage or dispose of or otherwise deal with all or any part of the property the Company.
- 4.13 to borrow and raise money in such manner as the Company may think fit.
- 4.14 to invest the moneys of the Company not immediately required for its purposes in and upon such investments, securities and property, as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may be, for the time being be imposed or required by law and subject also as hereinafter provided.
- 4.15 to undertake and execute any trusts or agency business which may seem directly or indirectly conducive to the objects of the Company.
- 4.16 to subscribe to any local or other charities which promote the objects of the Company, and to grant donations for any public purpose in connection with the objects of the Company, and to remunerate any individual in the employment of the Company and provide a superannuation/

/superannuation fund for the servants of the Company or otherwise to assist any such servants, their widows and children.

- 4.17 to oppose or object to any application or proceeding which may prejudice the Company's interests.
- 4.18 to establish and support and to aid in the establishment and support of any other association formed for all and any of the objects of the Company.
- 4.19 to promote companies whose activities may further one or more of the above objects, acquire and hold shares, stocks, debentures and other interest in such companies and carry out, in relation to any such company which is a subsidiary of the company, all such functions as may be associated with a holding company.
- 4.20 To establish and operate workspace projects.
- 4.21 to do all such other lawful things as may be conducive to the attainment of any of the above objects.

It is declared that;

in this clause and throughout this Memorandum of Association the word "charitable" shall have the meaning ascribed to it for the purposes of Section 505 of the Income and Corporation Taxes Act 1988, including any statutory amendment or re-enactment for the time being in force.

The pursuit of the foregoing powers or any other deliberations of the Company shall not be effected by any consideration of class, colour, race, creed, sex or party politics.

5. The/

/the income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company, as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except in accordance with the following proviso. Provided that nothing herein shall prevent the payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any Director, officer or servant of the Company for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or by a Director at a rate per annum not exceeding the Base Lending Rate of The Royal Bank of Scotland plc or its successors or such other bank (being a member of the Committee of London and Scottish Bankers) as the Company shall nominate or should the Base Lending Rate cease to exist such other rate of interest as is then commonly accepted as being comparable with Base Lending Rate from time to time;
- (c) of reasonable and proper rent for premises leased by any member of the Company or Director;
- (d) to any Director of out-of-pocket expenses;
- (e) of reasonable and proper payment for any goods supplied by any Director or member of the Company.

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound-up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceased to be a member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding Ten Pounds.
8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company with the approval in writing of Argyll & Bute Council at or before the time of dissolution and in so far as effect cannot be given to such provision then to some charitable object.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum/

/Memorandum of Association.

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NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

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First Subscriber

..... Full Name

..... Address

.....

..... Signature

Second Subscriber

..... Full Name

..... Address

.....

..... Signature.

Dated this

witness to the above signature

..... Witness

..... Full Name

..... Address

.....

..... Occupation.



COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
OF  
MINARD COMMUNITY WOODLAND TRUST

**PRELIMINARY**

1. The regulations contained in Table C in The Companies (Tables A to F) Regulations 1985 shall not apply to the Association.

In these presents, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

WORDS

MEANINGS

The Act

The Companies Act 1985 and every other Act for the time being in force concerning companies and affecting the Association.

These presents

These Articles of Association, as originally framed, or as from time to time altered by Special Resolution.

Seal

the Common Seal of the Association

The United Kingdom

Great Britain and Northern Ireland

Month

calendar month

Year                                      calendar year

In writing                                      written or produced by any substitute for writing, or partly one and partly another.

The expression "Secretary" shall include any person appointed in accordance with these presents.

Any word importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2.0                                      **MEMBERS**

2.1.                                      The Number of members of the Company shall not be less than 2 nor more than 100 or such other number as shall be fixed by the Company from time to time.

2.2.                                      The members of the Company shall be the subscribers to the Memorandum of Association and such other individual persons as the Directors admit into membership being residents or proprietors of dwellinghouses within the West Loch Fyne Community Council Area. No employee of the Company may become a member. A person admitted to membership shall automatically cease to be a member if he/she becomes an employee of the Company.

2.3                                      The Directors shall have an absolute discretion in determining whether to accept or reject any application for membership and shall

not be bound to assign any reason for their decision but nothing herein contained shall entitle the Directors to discriminate in any way between applicants by reason of race, colour, creed or sex.

- 2.4 The Directors may also at their discretion accept an application for membership for a limited period provided that (a) such period is not less than one year and (b) the same terms and conditions shall apply to membership for a limited period as apply to the other type of membership.
- 2.5 Any member may resign from the Company by giving 6 months notice in writing to the Secretary at any time and pay with such notice any unpaid subscriptions which may be due down to the date of such resignation, annual subscription to be calculated de die in diem, and any subscriptions or donations agreed upon or guaranteed by such member and shall then cease to be a member upon the expiry of said six months notice.
- 2.6 Any member may be removed from the Company by a resolution of the Directors passed by a majority of at least three-fourths of the Directors present and voting at a meeting of the Directors of which not less than fourteen days previous notice specifying the intention to propose such resolution shall have been sent to the member whose removal is in question and to all the Directors. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the member whose removal is in question at least seven days before the meeting and he shall be entitled to be heard by the Directors at the meeting. On a member being removed under this Article he shall forfeit all privileges of membership, but the Directors shall return the due proportion of such member's current subscription having regard to the unexpired period for which it is paid.

- 2.7 Notwithstanding the provisions of Clause 2.6 above any member may be removed from the Company by summary notice in writing given by the Directors if:-
- 2.7.1 one annual subscription or any part thereof shall remain due and payable but unpaid to the Company for such period as the Directors shall from time to time decide; or
- 2.7.2 Any member shall be declared bankrupt or become apparently insolvent or sign a trust deed for behoof of his creditors or if a receiver of any member's undertaking property or assets or any part thereof is appointed.
- 2.8.1 The annual subscription shall be £1.00, unless otherwise determined by ordinary resolution.
- 2.8.2 The annual subscription shall be due on each accounting reference date of the company and shall be taken to cover the period from one accounting reference date to the date falling immediately prior to the next accounting reference date.
- 2.8.3 The Directors shall give ten days notice at the least of each accounting reference date.
- 3.0 **GENERAL MEETINGS**
- 3.1 An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and at such place in Scotland as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

3.2 The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes proceed to convene an Extraordinary General Meeting.

3.3 An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty-one days' notice in writing at the least, and any other General Meeting by fourteen days' notice in writing at the least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given. Provided that a General Meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed:-

(A) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat;

and

(B) in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

The accidental omission to give notice to, or the non-receipt of notice by any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.

3.4 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted the notice shall specify the general nature of such business; and, if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

- 3.5 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-
- (a) considering and adopting the balance sheet and income and expenditure account and reports of the Directors and the Auditors, and other related documents;
  - (b) appointing Auditors;
  - (c) appointing Directors in the place of those retiring.

4.0 **PROCEEDINGS AT GENERAL MEETINGS.**

- 4.1 No business shall be transacted at any General Meeting unless a quorum is present in person or by proxy when the meeting proceeds to business; save as herein otherwise provided 8 in number of the members entitled to receive notice of and vote at meetings present in person or by proxy shall be a quorum.
- 4.2 If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting the members present shall be a quorum.
- 4.3 The Chairman of the Directors, failing whom the Vice-Chairman, shall preside as Chairman at every General Meeting but, if there is no such Chairman or Vice-Chairman or it at any meeting neither shall be present within 5 minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to preside. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the

time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.

4.4 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting (except where the meeting had been adjourned for 30 days or more when notice of the adjourned meeting shall be given as in the case of an original meeting).

4.5 At any General Meeting a resolution put to the vote of the meeting shall be declared on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

(A) the Chairman; or

(B) not less than 10 members present in person or by proxy; or

(C) any member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

4.6 If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude to vitiate the resolution.

4.7 If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

4.8 In the case of an equality of votes, whether or a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

4.9 A poll demanded on the election of a Chairman or on the question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman of the meeting directs, and any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately.

5.0 **VOTES OF MEMBERS**

5.1 No member shall, unless the Directors otherwise determine, be entitled to vote at any General Meeting unless all moneys presently payable by him to the Association have been paid. Subject as aforesaid every member shall have one vote.



- 5.2 Where in Scotland or elsewhere a curator bonis, trustee or receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, or incapacity the Directors may in their absolute discretion upon or subject to production of such evidence of the appointment as the Directors may require, permit such curator bonis, trustee or receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right, conferred by membership in relation to meetings of the Association.
- 5.3. On a poll votes may be given either personally or by proxy.
- 5.4 An instrument appointing a proxy shall be in writing and (A) in the case of an individual, shall be signed by the appointer or his attorney and (B) in the case of a corporation shall be either under its common seal or signed by its attorney or by an officer on its behalf. The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer.
- 5.5 An instrument appointing a proxy must be left at the Registered Office or such other place (if any) as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting (or, in the case of a poll, before the time appointed for the taking of the poll) at which it is to be used and in default shall not be treated as valid.
- 5.6 An instrument appointing a proxy may be in the usual common form, or in such other form as the Directors may accept, and shall be deemed to confer authority to demand or join in demanding a poll. It need not be witnessed and shall, unless the contrary is stated thereon,

be valid as well as for any adjournment of the meeting as for the meeting to which it relates.

- 5.7 A vote given by proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting or poll at which the vote is given.
- 5.8.1 Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of the Directors (where the corporation is a Director) and may from time to time revoke such authority and authorise another person to act in his place, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that Corporation could exercise if it were an individual member of the Company,
- 5.8.2 A certified copy of the resolution appointing a representative under this Article shall be produced by that representative if so required by the Chairman of any meeting of the Company or of the Directors and by that representative, as evidence of his right to attend and vote thereat.
- 5.8.3 A representative authorised in accordance with Clause 5.8.1 above and attending a meeting of the Company or of the Directors for which he has been authorised shall be counted as a member present in person for the purposes of determining the quorum for that meeting.

6.0

**APPOINTMENT AND RETIREMENT OF DIRECTORS**

6.1.

Subject as hereinafter provided, the Directors shall not be less than 2 nor more than 10, of which one shall be nominated by West Loch

6.1.

Fyne Community Council.

6.2

At the first Annual General Meeting of the Association all Directors shall retire from office. At each subsequent Annual General Meeting one-third of the Directors for the time being, or, if their number is not a multiple of three, the number nearest to but not greater than one-third shall retire from office. A Director retiring shall retain office until the close or adjournment of the meeting.

6.3

The Directors to retire in every year shall be those who have been longest in office since their last election or appointment, but as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

6.4

The Company may by Ordinary Resolution, for which special notice shall not be required, remove a Director at any time and may by a like resolution appoint another person in his place. The Company may also by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director but so that the maximum number of Directors stated in Article 6.1 is at no time exceeded.

6.4.1

The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents.

6.5 A motion for the appointment of two or more persons as Director by a single resolution shall not be made at any General Meeting unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it, and any resolution moved in contravention of this provision shall be void.

7.0 **DISQUALIFICATION OF DIRECTORS**  
**& DIRECTORS' INTERESTS.**

7.1 The office of a Director shall be vacated in any of the following events, namely:-

(A) If he resigns by writing under his hand left at the Registered Office; or

(B) If he becomes apparently insolvent or be declared bankrupt; or

(C) If in Scotland or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a curator bonis or a receiver or other person (by whatever named called) to exercise powers with respect to his property or affairs; or

(D) If he holds any office or profit under the Company without the consent of the Company in general meeting.

7.2. Subject to the provisions of the Act and provided that he/she has disclosed to the directors the nature and extent of any personal interest which he/she has (unless immaterial), a director (notwithstanding his/her office)

(a) may be a party to, or have some other personal interest in, any transaction or arrangement with the company or any associated company.

- (b) may be a party to, or have some other personal interest in, any transaction in which the company or any associate company has an interest
- (c) may be a director or secretary of, or employed by, or have some other personal interest in, any associated company and
- (d) shall not, because of his/her office, be accountable to the company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such company.

and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

7.3 For the purposes of the preceding article 7.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers; the references to "associated company" shall be interpreted as references to any subsidiary of the company or any other company in which the company has a direct or indirect interest.

8.0 **REMUNERATION AND EXPENSES OF DIRECTORS**

8.1 Directors shall not be entitled to remuneration.

8.2 The Directors may be paid all travelling and other expenses properly incurred by them in connection with their attendance at meetings of directors, general meetings and otherwise in connection with the carrying out of their duties.

9.0 **PROCEEDINGS OF THE DIRECTORS.**

9.1 The Directors may meet together for the despatch of business,

adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. Any member of the Directors may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to any member thereof for the time being absent from the United Kingdom.

9.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall not be less than two Directors. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

9.3 The continuing Directors may act notwithstanding any vacancies, but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents, the continuing Director or Directors may act for the purpose of filling up such vacancies or of summoning General Meetings of the Company but for no other purpose. If there is no Director or Directors able or willing to act, then any two members of the Company may summon a General Meeting for the purpose of appointing Directors.

9.4 The Directors may elect a Chairman and Vice-Chairman from among their number and determine the period for which each is to hold office. If no Chairman or Vice-Chairman shall have been appointed, or if at any meeting neither be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

9.5 A resolution in writing signed by all the Directors for the time being

in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the Directors.

9.6.1 The Directors may delegate any of their powers to a committee consisting of such number of Directors and such other persons as shall be co-opted thereto as the Directors shall at a meeting of Directors think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

9.7 The meetings and proceedings of any committee shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors. Provided that no resolution of any committee shall be effective unless a majority of the members of the committee at the meeting are Directors or unless such resolution is approved by the Directors.

9.8 All acts done by any meeting of the Directors or a committee thereof, or by any person acting as a Director or as a member of a committee, shall as regards all persons dealing in good faith with the Association notwithstanding that there was some defect in the appointment or continuance in office of any Director or member of a committee or person acting as such or that any such member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of a committee and had been entitled to vote.

10.0 **BORROWING POWERS.**

10.1 The Directors may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10.0 **POWERS OF THE DIRECTORS.**

10.1 The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these presents, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act or these presents and to such regulation being not inconsistent with the aforesaid provisions as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

11.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

11.3 The Directors shall cause minutes to be made in books provided for the purpose:-

(A) of all appointments of officers made by the Directors;

(B) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;



(C) of all resolutions and proceedings at all meetings of the Association, and of the Directors and of the committees of the Directors.

11.4 The Directors shall issue a report each year to the members of the company (in such form as the Directors may reasonably deem appropriate), setting out the social and community benefits which they consider the activities of the company to have achieved.

The Directors may arrange for an objective assessment (such assessment being referred to in these articles as a “social audit”) to be made on an annual basis of the social and community benefits achieved by the company; the social audit in addition to examining the effectiveness of the company in relation to pursuit of its objectives, shall address matters bearing upon the welfare of employees.

12.0 **SECRETARY.**

12.1 The Secretary shall be appointed by the Directors for such terms, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

12.2 A provision of the Act or these presents requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

13.0 **THE SEAL.**

13.1 The Directors shall provide for the safe custody of the Seal, which shall only be used with the authority of the Directors or a committee authorised on that behalf by the Directors. Every instrument to

which the Seal is affixed shall be signed by a Director and countersigned by a second Director or by the Secretary or by any other person or persons as shall have been authorised by the Directors but nothing herein shall prevent any instrument being executed by or on behalf of the Company in terms of the Requirements of Writing (Scotland) Act 1995.

14.0 **ACCOUNTS.**

14.1 Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Act shall be kept at the Registered Office, or at such other place within Scotland as the Directors think fit, and shall at all times be open to inspection by the Directors. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

14.2 A copy of every balance sheet and income and expenditure account which is to be laid before the Company in General Meeting (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and holder of debentures of, the Company and to the Auditors and any other persons entitled to receive notices of General Meetings. Provided that this Articles shall not require a copy of these documents to be sent to more than one of joint holder or to any person who is not entitled to receive notices of meetings or of whose address the Company is not aware.

15.0 **AUDIT.**

15.1 Auditors shall be appointed and their duties regulated in accordance

with the provisions of the Act.

16.0 **NOTICES.**

16.1 Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at the registered address as appearing in the register of members or to such other address as he may supply to the Company for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.

16.2 A member whose address in the Register of Members is outside the United Kingdom and who has not supplied to the Company an address for service within the United Kingdom shall not be entitled to receive any notice from the Company.

16.3 Any notice or document served by post shall be deemed to have been served at the expiration of 24 hours (or, where second class mail is employed 72 hours) after the letter containing the same is posted, and in proving such service it shall be sufficient to show that the letter containing the notice or document was properly addressed, stamped and posted.

17.0 **INDEMNITY.**

17.1 Subject to the provisions of the Act and of the Memorandum of Association a Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

18.0 **WINDING UP.**

18.1 Upon the winding up of the Company the provisions of Clause 8 of the Memorandum of Association shall have the effect and be observed as if the same were repeated herein in extenso.

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NAME, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

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First Subscriber

..... Full Name

..... Address

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..... Signature

Second Subscriber

..... Full Name

..... Address

.....

..... Signature.

Dated this

witness to the above signature

..... Witness

..... Full Name

..... Address

.....

..... Occupation.