Company number: SC188799

THE COMPANIES ACT 2006

Company limited by guarantee
and not having a share capital

ARTICLES of ASSOCIATION

of

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Birse Community Trust

Incorporated on 26th August 1998
and as amended on 18th April 2001, 23rd June 2004,
11th May 2005, 19th May 2010, 4th June 2014, 12th May 2015 and 23rd November 2026

Scottish Charity Number SC028220

ARTICLES of ASSOCIATION

of

Birse Community Trust

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THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION

of

BIRSE COMMUNITY TRUST

1. NAME AND REGISTERED OFFICE

1.1 The name of the company is Birse Community Trust (the "Company").

1.2 The Registered Office of the Company is situated in Scotland and must remain in Scotland.

2. DEFINITIONS

2.1 Certain definitions and meanings, which apply throughout these Articles of Association and the Schedules hereto, are listed in Schedule 1 annexed to these Articles.

2.2 These Articles supersede any model Articles contained within the Companies Act or any regulations pertaining thereto.

2.3 Words importing the singular number only shall include the plural number, and *vice versa*.

2.4 A reference in these Articles to an Article is a reference to the relevant Article of these Articles unless expressly provided otherwise.

2.5 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.

2.6 Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2.7 The three Schedules to these Articles are deemed to form an integral part of these Articles.

3. CHARITABLE PURPOSES

3.1 The Charitable Purposes of the Company (the "Charitable Purposes") are:

3.1.1 to relieve poverty;

3.1.2 to advance education;

3.1.3 to protect, conserve, regenerate and promote, for the benefit of the public, the restoration of the native woodlands, including their flora and fauna, and other assets in the Parish of Birse, Aberdeenshire, as an important part of Scotland's natural environment; and

3.1.4 to promote the benefit of the inhabitants of the said Parish and its environs and members of the public generally, without distinction of political, religious or other opinions by associating with the local authorities, voluntary organisations and said inhabitants in a common effort to provide, or assist in the provision of, facilities in

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the interests of social welfare for recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants by:

(a) introducing developing and managing interpretative sites and field centres, establishing, developing, managing, preserving and safeguarding historic sites and buildings, museums and/or research libraries, arranging and conducting research, preparation and organisation for the promotion and implementation of training courses, exhibitions, lectures, seminars, conferences, other meeting and other activities conducive to the promotion of the objects of the Trust and the preparation, production, editing, publications, tapes, motion and still pictures of any medium, music and drama of any medium and other materials conductive to the promotion of the objects of the Trust;

(b) promoting and undertaking the maintenance and improvement of village halls, churches and other community facilities in the said Parish and fostering and developing community participation in the said Parish; and

(c) promoting, developing and managing projects and initiatives for recreation and leisure.

3.2 The Company shall have powers, but only in furtherance of its Charitable Purposes, as expressed in Schedule 2 annexed to these Articles.

4. GENERAL STRUCTURE OF THE COMPANY

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The structure of the Company comprises:

4.1 **Members** - who have the right to attend the AGM (and any General Meeting) and have important powers under these Articles and the Companies Act, particularly in electing people to serve as Trustees and taking decisions in relation to any changes to these Articles; and

4.2 **Trustees** - who hold regular meetings between each General Meeting, set the strategy and policy of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.

5. MEMBERSHIP

5.1 **Members**

5.1.1 Membership shall be open to:

a) **Ordinary Members:** any adult living within the civil parish of Birse as determined by the Electoral Register from time to time who applies in terms of Article 5.2 to become an Ordinary Member of the Company and who is admitted by the Board of Trustees as an Ordinary Member of the Company. Ordinary Members may attend any General Meeting of the Trust. Ordinary Members pay no subscription but each has one vote.

b) **Associate Members:** any other individual, organisation or other body interested in the Charitable Purposes of the Company, whom the Board of Trustees shall admit to be an Associate Member of the Trust in terms of Article 5.2. Associate Members may attend any General Meeting of the Trust. Associate Members pay a subscription but do not have a vote. Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.

5.2 **Application for Membership**

5.2.1 Any individual who, or organisation which, supports the Charitable Purposes and wishes to become a Member of the Company must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it with the Company.

5.2.2 The Board shall consider such applications for membership promptly and shall inform each applicant whether they have been successful and, where relevant, in which category of membership they shall belong, the decision of the Board in these respects being final.

5.2.3 The Board may, at its discretion, decline to accept any application for membership, except for any of the protected characteristics within the Equality Act 2010, namely: age, disability, sex, sexual orientation, gender reassignment, race, religion or belief, marriage and civil partnership, or pregnancy and maternity, and need not give its reasons for doing so.

5.2.4 A successful application for membership will not become effective until payment of the appropriate annual membership subscription, if any, has been received.

5.3 **Authorised Representatives of Organisations**

5.3.1 Each Member which is an organisation shall, within one month of admission to membership, appoint one named Authorised Representative and one Named Depute. The Authorised Representative, whom failing the Named Depute, shall represent, act and vote for such Member at all General Meetings of the Company. The Named Depute may represent and act for such Member only in the absence of the Authorised Representative.

5.3.2 Any change in the appointment of an Authorised Representative, and/or of a Named Depute, may be made at any time by the appointing Member, but only by written notice served by the appointing Member to the Company. Such notice will take effect in respect of any meeting taking place 48 hours or more after receipt of the notice to the Company to allow sufficient time for the appointing Member to serve a copy of the notice to anyone named therein and to enable the Company to act upon such notification.

5.3.3 In the case of any dispute as to the correct Authorised Representative and/or Named Depute serving at any time, the matter will be settled by the Secretary in accordance with the most recent notice validly received by the Company.

5.4 **Register of Members**

5.4.1 The Board shall maintain a Register of Members, in accordance with section 113 of the Companies Act, setting out all relevant details of each Member and the relative category of membership, together where relevant with details of the Authorised Representative and Named Depute.

5.4.2 The Register of Members is open to all Members of the Company.

5.4.3 The Register of Members is open to non-members of the Company, provided that the applicant provides:

a) the applicant's name and address;
b) the purpose for which the information is to be used; and
c) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person.

The Company must within 5 working days either supply the information, subject to the data protection rights of its Members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Company may charge a fee for providing the information.

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5.5 **Membership Subscriptions**

5.5.1 Members shall be required to pay the appropriate annual membership subscription, if any.

5.5.2 The Ordinary Members may at each or any AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories), as well as any concessionary rates to apply (together with any conditions of and/or timescale for any such concessions).

5.5.3 Only those Members who have paid their current subscription (where these are fixed) are entitled to take part in and vote at any General Meeting or on any Written Resolution.

5.5.4 If the membership subscription payable by any Member remains outstanding for more than three months after the date on which it fell due (and providing the Member in question has been given at least one written reminder), that Member's membership shall be treated as having lapsed, and the Company will inform them of this.

5.5.5 If the terms of Article 5.5.4 are not invoked by the Board and the Member in question does not pay their annual subscription in full by the end of the subscription year, their membership will simply lapse.

5.5.6 An individual who, or organisation which, ceases (for whatever reason) to be a Member shall not be entitled to any refund of membership subscription.

5.6 **Cessation of Membership**

Any Member shall cease to be a Member in any one or more of the following events:

5.6.1 if by not less than 7 days' prior notice in writing to the Company they resign their membership; or

5.6.2 if the terms of Article 5.5.4 is invoked by the Board; or

5.6.3 if the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Company that the membership is terminated where that Member's conduct, in their capacity as a Member, has been detrimental to the Company, providing that:-

a) such resolution is passed by a majority of the Trustees present and voting at a Board Meeting, of which not less than 14 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Trustees, and also to the Member whose removal is in question;

b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) is entitled to make representations at the Board Meeting either in person or writing; and

c) the Board must consider any representations made by the Member (or the Member's representative) and inform the Member of its decision following such consideration, with there being no right of appeal from a decision of the Board to terminate the membership of the Member; or

5.6.4 if, being an individual, they die; or

5.6.5 if, being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist.

5.7 Membership is neither transferable nor assignable to any other individual or organisation.

5.8 **Re-registration of Members**

5.8.1 The Board may, at any time, issue notices to the Members requiring them to confirm that they wish to remain as Members of the Company, and allowing them a period of 28 days (running from the date of issue of the notice) to provide that confirmation to the Board.

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5.8.2 If a Member fails to provide confirmation to the Board (in writing or by e-mail) that they wish to remain as a Member of the organisation before the expiry of the 28-day period referred to in Article 5.8.1, the Board may remove them from the membership.

5.8.3 A notice under Article 5.8.1 will not be valid unless it refers specifically to the consequences (under Article 5.8.2) of failing to provide confirmation within the 28-day period.

6. GENERAL MEETINGS

6.1 Convening a General Meeting

6.1.1 The Board, or any three or more Trustees, may convene a General Meeting, whenever it or they think fit.

6.1.2 The Board must convene a General Meeting within 28 days of a valid requisition by the Ordinary Members. To be valid, such requisition must:

a) be signed by not less than 5% of the Ordinary Members;
b) clearly state the objects of the meeting; and
c) be deposited at the Company's Registered Office.

Such requisition may consist of several documents in like form each signed by one or more requisitionists.

6.1.3 A General Meeting does not need to be held exclusively in one place, provided that, where two or more Members are not in the same place as each other, they are all able to communicate together and vote thereat.

6.1.4 The Board may resolve to enable Members and other persons entitled to attend a General Meeting to do so by simultaneous attendance and participation at a electronic platform by electronic means (such as by means of a conference telephone, video conferencing facility or similar communications equipment), such meeting being an "**electronic General Meeting**". Such attendance shall be deemed to be attendance in person. The Members attending, or their proxy, shall be counted in the quorum for, and entitled to speak and vote at, the electronic General Meeting in question, and the proceedings shall be valid if the person chairing the meeting is satisfied that adequate facilities are available throughout the electronic General Meeting to ensure Members attending who are not together in the same place may, by electronic means, attend, hear, speak and vote at it.

6.1.5 If it appears to the person chairing the meeting that the electronic platform, facilities or security at the electronic General Meeting have become inadequate to allow Members to attend, communicate together, hear, speak and vote at it then the person chairing the meeting may adjourn the General Meeting to such time and place (or electronic platform) as may be fixed by the person chairing the meeting. All business conducted at the General Meeting up to that time of the adjournment shall be valid.

6.1.6 If, after the sending of notice of a General Meeting, in terms of Article 6.4, but before the meeting is held, or after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable, for a reason beyond its control, to hold the physical General Meeting at the declared place or the electronic General Meeting on the electronic platform specified in the notice, it may change the place or electronic platform and/or postpone the date and time at which the General Meeting is to be held. In which case notice of the change or postponement will be communicated to the Members no less than 7 days' prior to the date of the original General Meeting.

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6.2 **Convening an AGM**

6.2.1 The Board shall convene one General Meeting as an Annual General Meeting in each year.

6.2.2 Not more than 15 months shall elapse between the holding of one AGM and the next.

6.3 **AGM Agenda**

The business of each AGM shall include:

6.3.1 the report by the Chair on the activities of the Company;

6.3.2 the election of Trustees (where relevant);

6.3.3 the fixing of annual subscriptions, if any;

6.3.4 receiving the annual accounts of the Company;

6.3.5 the report of the independent financial examiner (or auditor where required); and

6.3.6 the appointment or re-appointment of the independent financial examiner (or auditor where required).

6.4 **Notice of General Meetings**

6.4.1 14 clear days' notice at the least shall be given of every General Meeting including the AGM.

6.4.2 The notice shall specify:

a) whether electronic attendance at the meeting shall be permitted in accordance with Clause 6.1.4, and whether it shall take place exclusively by such means;

b) where the meeting is not to take place exclusively by electronic attendance, the place, the day and the hour of meeting and, if appropriate, the means by which a person may attend electronically, which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit;

c) for a General Meeting which is to take place exclusively by electronic attendance, the time, the date and the deemed location of the meeting (which shall be the Registered Office of the Company, unless otherwise determined by the Board from time to time), and the platform or other facility on which it is to be held, which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit; for a physical General Meeting, the place, the day and the hour of meeting;

d) the general nature of the business to be dealt with at the meeting;

e) if a Special Resolution (see Article 6.10) is to be proposed, the notice shall state the fact giving the exact terms of the resolution; and

f) a statement informing the Members of their right to appoint a proxy.

6.4.3 The notice shall be sent, in the manner specified in Article 16, to all Members, Trustees, and any Company Secretary, independent financial examiner (or auditor where required) and/or Honorary Patron(s), and to such persons or organisations as are under these Articles or under the Companies Act entitled to receive such notices.

6.4.4 With the consent of not less than 90% of the Ordinary Members having the right to attend and vote thereat, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.

6.4.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any Members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.

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6.5 **Chair of General Meetings**

The Chair of the Company, whom failing the Vice-Chair of the Company (if any), shall act as the person chairing each General Meeting. If neither the Chair nor the Vice-Chair is present and willing to act as the person chairing the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will act as the person chairing that meeting.

6.6 **Quorum at General Meetings**

6.6.1 The quorum for a General Meeting shall be 10 Ordinary Members, present in person or by proxy in terms of Article 6.8. No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting in terms of Article 6.5, unless a quorum is present.

6.6.2 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place (or electronic platform) as may be fixed by the person chairing the meeting.

6.7 **Voting at General Meetings – General Provisions**

6.7.1 The person chairing the meeting (see Article 6.5) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

6.7.2 All resolutions put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless before, or upon the declaration of the result a poll is demanded (see Article 6.11).

6.7.3 Where Members are participating in an electronic General Meeting by electronic means, they may cast their vote on any resolution orally, or by way of some form of visual indication, or by use of a voting button or similar, and providing the directors have no reasonable grounds for suspicion as regards authenticity, any such action shall be deemed to be a vote cast personally via a show of hands.

6.7.4 Each Ordinary Member of the Company is able to attend and speak at any General Meeting.

6.7.5 Each Ordinary Member shall have one vote, to be exercised in person or by proxy in terms of Article 6.8.

6.7.6 In the event of an equal number of votes for and against any resolution, the person chairing the meeting shall not be entitled to a casting vote as well as any deliberative vote.

6.7.7 Each Associate Member is able to attend and speak at any General Meeting but shall have no vote.

6.7.8 Where a Trustee does not have to be, or cannot be, a Member of the Company, they may attend and speak at any General Meeting, but in those circumstances may not vote thereat.

6.7.9 The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.

6.7.10 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.

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6.8 **Voting at General Meetings – Proxy Voting**

Whilst personal attendance at a General Meeting is encouraged, a Member shall be entitled to complete an instrument of proxy in order to appoint a proxy to attend a General Meeting on their behalf, in respect of which the following apply:

6.8.1 a proxy need not be a Member;

6.8.2 a proxy appointed to attend and vote at any meeting instead of a Member shall have the same right as the appointing Member to speak at the meeting and to vote thereat;

6.8.3 the instrument appointing the proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms (to be varied as required to fit the circumstances) of the form shown in the Schedule 3 annexed to these Articles;

6.8.4 the instrument appointing a proxy shall be authenticated in such a manner as the Board may determine;

6.8.5 the form appointing a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a certified copy thereof, shall be lodged with the Company not less than 48 hours before the time of the start of the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid;

6.8.6 no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the granter in writing to the Company;

6.8.7 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, mental incapacity or revocation as aforesaid shall have been received by the Company before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld);

6.8.8 appointment of a proxy may be revoked by the granter by written notice received by the Company not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and

6.8.9 any reference in these Articles to voting being "in person" shall include voting by proxy.

6.9 **Voting at General Meetings – Ordinary Resolutions**

6.9.1 At any General Meeting an ordinary resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present, have the right to vote and are voting thereon (taking account only of those votes cast in favour of the resolution as compared with those votes cast against the resolution).

6.9.2 An ordinary resolution to be proposed at a General Meeting may be amended if:

a) written notice of the proposed amendment is received by the Company from a Member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting, and

b) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.

If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

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6.10 **Voting at General Meetings – Special Resolutions**

6.10.1 At any General Meeting a Special Resolution put to the vote of the meeting shall require to be decided upon by not less than 75% of the Ordinary Members present, who have the right to vote and who are voting thereon (for the avoidance of doubt, the reference to a 75% majority only relates to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution and no account therefore being taken of Members who abstain from voting or who are absent from the meeting without a proxy), namely:

a) to alter the name of the Company; or
b) to amend the Charitable Purposes; or
c) to amend these Articles in terms of Article 18; or
d) to limit the Board's actions in terms of Article 7.2; or
e) to wind up the Company in terms of Article 20.

A Special Resolution to be proposed at a General Meeting may be amended if the chair of the meeting proposes an amendment which is used only to correct a grammatical or other non-substantive error in the resolution. If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

6.11 **Voting at General Meetings – Poll**

A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate (with the exception of at an electronic General Meeting which is dealt with at Article 6.7.3), unless a Poll is demanded in the following terms:

6.11.1 such demand must be made either by the person chairing the meeting, or by not less than five of the Ordinary Members present (in person or by proxy) and having the right to vote on the resolution;

6.11.2 a demand for a Poll may be made at any time during the meeting, including immediately after the declaration of the result of a show of hands on that resolution;

6.11.3 a demand for a Poll may be withdrawn by some or all its proposers prior to the Poll taking place, if it means that there are then insufficient Members in terms of Article 6.11.1 to demand the Poll, in which event the result of the show of hands shall stand (if already taken) or continue (if not already taken); and

6.11.4 the Poll shall be conducted during the same meeting only, in such a manner as the person chairing the meeting may direct, and the person chairing the meeting shall appoint and instruct tellers, who may cast their own personal votes if Members (or Authorised Representatives, Deputes or proxies therefor) and the result shall be declared by the person chairing the meeting at the same meeting at which the Poll is taken.

6.12 **Voting – Written Resolutions**

6.12.1 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.

6.12.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

6.12.3 A Special Resolution in writing signed by or on behalf of not less than 75% of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

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6.12.4 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of their term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of their term of office.

6.12.5 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail or other electronic means), or by means of a website at the same time, to all Ordinary Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Ordinary Members).

6.12.6 Where such a written resolution is proposed by the Board, it must include the following express statements:

a) an explanation to the eligible Members how to signify their agreement to the resolution;
b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (such as by e-mail);
c) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days beginning with the Circulation Date); and
d) clarification that a failure to reply will be deemed to be a vote against the resolution in question.

6.12.7 Where such a written resolution is proposed by Members, the following shall apply:

a) the resolution must be requested by not less than 5% of the Ordinary Members ("the Members' request");
b) the Members' request may be made in hard copy (by hand or by post) or in electronic form (by e-mail or other electronic means);
c) the Members' request must identify the resolution to be put to Members. The Board can reject the proposed written resolution if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would, if passed, be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise) but must provide reasons for doing so to the Members requesting the resolution;
d) the Members' request can include an accompanying statement (not exceeding 1,000 words) which they can require the Company to issue with the written resolution to all Ordinary Members;
e) within 21 days, the Company must circulate the resolution and any accompanying statement with the express statements referred to in Article 6.12.6 hereof; and
f) the expenses of the Company in complying with the Members' request must be paid by the Members who requested the circulation of the resolution unless the Company resolves otherwise.

6.12.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.

6.12.9 An Ordinary Member signifies their agreement to a proposed written resolution when the Company receives from them a signed document identifying the resolution to which it relates and indicating the Ordinary Member's agreement to the resolution. An Ordinary Member's agreement to a proposed written resolution, once signified, cannot be revoked.

7. THE BOARD OF TRUSTEES

7.1 The strategy, affairs, property and funds of the Company shall be directed and managed by a Board of Trustees elected in terms of Article 8. The Board may exercise all such powers of the Company, and do on behalf of the Company all acts as may be exercised and done by the Company, other than those required to be exercised or done by the

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Members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.

7.2 **Limitation**

The Ordinary Members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution, nor shall it require them to act or refrain from acting in a manner which would be incompatible with their duties under the Companies Act or the Charities Act.

7.3 **Delegation**

7.3.1 The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

7.3.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 7.3.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.

7.3.3 In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable (and, without prejudice to that generality including Articles 11, 12.4.5 and 12.6) and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.

7.3.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.4 **Number of Trustees**

7.4.1 The number of Trustees shall be not fewer than three and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than fifteen.

7.4.2 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

8. TRUSTEES

8.1 **Composition of Board**

The Board shall comprise:

8.1.1 up to ten individual persons elected as Trustees by the Ordinary Members in terms of Article 8.2 ("the Elected Trustees");

8.1.2 up to four individual persons co-opted as Trustees in terms of Article 8.4 ("the Co-opted Trustees"); and

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8.1.3 the individual holding the position of the most senior manager of the Company from time to time (who, for the avoidance of doubt, is exempted from the provisions of Article 10.2 and Article 10.3 in relation to receiving payments as an employee or contractor of the Charity ("Manager Trustee")

8.2 **Elected Trustees**

8.2.1 At each AGM, at least one of the Elected Trustees shall retire from office by rotation. Where a vacancy has arisen on the Board since the previous AGM, no Trustee shall be required to retire by rotation, except that any Elected Trustee who has served the maximum period permitted under Article 8.2.2 shall retire at that AGM. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting.

8.2.2 Each term of office of an Elected Trustee shall be for a period not exceeding five years.

8.2.3 A retiring Elected Trustee shall be eligible for re-election, but no Elected Trustee may serve more than two consecutive terms of office. An Elected Trustee who has served two consecutive terms shall not be eligible for re-election unless at least one year has elapsed since they last held office, and during that period such individual may not be co-opted in terms of Article 8.3.

8.2.4 If no other Trustee has or Trustees have decided or agreed to retire, or are required to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

8.2.5 Nomination of any Elected Trustee shall be in writing by not less than any two Ordinary Members. The nominee, who must be an Ordinary Member, shall confirm their willingness to act as an Elected Trustee if elected, and if required shall provide a statement to explain the nominee's suitability. For all nominations to be valid they must be delivered to the Registered Office (or to such other address for the Company as specified in the nomination form) not less than seven days prior to the date of the AGM in question.

8.2.6 Election of any Elected Trustee shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Trustees on the Board. Candidates shall be elected to the vacancy or vacancies on the Board of Trustees in order of the number of votes cast and, in the event of any equality, the chairperson of the meeting shall have the casting vote.

8.2.7 For the purposes of this Article (and in particular Articles 8.2.1 to 8.2.3), a period of "one year" means the period from the close of one Annual General Meeting to the close of the next Annual General Meeting.

8.3 **Co-opted Trustees**

Up to 4 individuals may be co-opted from time to time by the Board of Trustees itself, as follows:

8.3.1 Subject to Article 8.3.3, a Co-opted Trustee shall serve until the next AGM after their co-option.

8.3.2 A Co-opted Trustee can be re-co-opted by the Board immediately after such next AGM.

8.3.3 A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.

8.3.4 For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which they attend.

8.3.5 A Co-opted Trustee need not be a Member of the Company.

8.4 **Casual Vacancies**

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The Board may from time to time appoint any Ordinary Member to fill any casual vacancy in the office of Elected Trustee arising as a result of the retiral (or deemed retiral for any reason) of any Elected Trustee, or where one or more vacancies in the office of Elected Trustee remain unfilled after an AGM. Any person so appointed shall hold office from or after the date of such retiral, deemed retiral or AGM (as the case may be) until the next AGM.

8.5 **Register of Trustees**

8.5.1 The Board shall maintain a Register of Trustees, in accordance with section 162 of the Companies Act, setting out the required particulars for each Trustee as required in terms of section 163 of the Companies Act.

8.5.2 The Register of Members is open to all Members of the Company.

8.5.3 The Register of Members is open to non-members of the Company, on payment of such fee as may be prescribed.

8.5.4 The Board shall also maintain a separate register of Trustees' residential addresses to be maintained in accordance with section 165 of the Companies Act.

8.6 **Retiral and Deemed Retiral of Trustees**

Any Trustee shall cease to be a Trustee if, respect to any of these events, they:

8.6.1 are an Elected Trustee and cease to be a Member in terms of Article 5.6; or

8.6.2 are prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act, or are prevented from being a company director by virtue of any provision of the Companies Act, by law or by reason of any order made by the Company Directors Disqualification Act 1986; or

8.6.3 are removed from office under section 168 of the Companies Act;

8.6.4 become incapable for medical reasons of fulfilling the duties of their office and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or

8.6.5 are absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove them from office; or

8.6.6 being a Co-opted Trustee, are removed from office by the Trustees in accordance with Article 3; or

8.6.7 are considered by the Board to have been in serious or persistent breach of: (i) any of the duties listed in sections 66(1) and 66(2) of the Charities Act; or (ii) any of the duties of directors contained in the Companies Act; (iii) or any Code of Conduct, Board Charter, or Board Policy of the Company; or (iv) Article 8.7.6; such Trustee being entitled to be heard prior to the Board taking a decision in respect of the above (i) – (iv); or

8.6.8 are considered to have a significant conflict of interest which the Board considers has and is likely to continue to undermine their ability to act impartially as a Trustee; or

8.6.9 resign as a Trustee by notice in writing to the Company; or

8.6.10 they are the individual who is the Manager Trustee and cease to be employed or contracted by the Company as its most senior manager for whatever reason; or

8.6.11 they die.

8.7 **Conduct of Trustees**

8.7.1 Each Trustee is obliged to act in accordance with both the duties listed in section 66 of the Charities Act (see Article 8.7.2) and the general duties listed in sections 171 - 177 of the Companies Act (see Article 8.7.3) so as to take decisions in such

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a way as is considered, in good faith, most likely to be in the interests of the Company, and to promote its success in achieving the Charitable Purposes.

8.7.2 The duties listed in section 66 of the Charities Act to which each Trustee must adhere are:

a) to act in the interests of the Company;
b) to seek, in good faith, to ensure that the Company acts in a manner which is consistent with its Charitable Purposes;
c) to act with the care and diligence that it is reasonable to expect of a person who is managing the affairs of another person; and
d) in circumstances giving rise to the possibility of a conflict of interest between the Company and any party responsible for the appointment of that Trustee:
    i. to put the interests of the Company before those of the other party; and
    ii. where any other duty prevents the Trustee from doing so, to disclose the conflicting interest to the Company and to refrain from participating in any deliberation or decision of the Board with regard to the matter in question; and
e) to ensure that the Company complies with any direction, requirement, notice or duty imposed upon under or by virtue of the Charities Act.

8.7.3 The general duties listed in sections 171 - 177 of the Companies act to which each Trustee must adhere as a company director are (in brief terms):

a) to act in accordance with the Articles and only exercise powers for the Charitable Purposes;
b) to act in a way, in good faith, which would be most likely to promote the success of the Company;
c) to exercise independent judgement;
d) to exercise reasonable care, skill and diligence, which may reasonably be expected of a person carrying out the functions of a company director;
e) to avoid conflicts of interest;
f) not to accept benefits from third parties conferred by reason of being a Trustee or doing (or not doing) anything as a Trustee; and
g) if directly or indirectly interested in a proposed transaction or arrangement with the Company, to declare to the other Trustees the nature and extent of that interest.

8.7.4 The provisions of Articles 10 and 11 (Constraints on Payments/Benefits to Members and Trustees, and Conflicts of Interest) are also pertinent to the provisions within this Article, and each Trustee must comply with these.

8.7.5 Each Trustee must additionally comply with any Code of Conduct, Board Charter, or Board Policy for Trustees as introduced and prescribed by the Board from time to time.

8.7.6 Additionally, each Trustee must be mindful of the requirement to preserve confidentiality where appropriate or requested in relation to the Company or its business and in order to act always in the interest of the Company.

9. CHAIRPERSON and OFFICE-BEARERS

9.1 The Board shall meet as soon as practicable immediately after each AGM (or at any other time when a vacancy as Chairperson may arise for any reason) to appoint a Chairperson of the Company from the Board. The Chairperson shall ordinarily hold office for a period of three years, unless otherwise resolved by the Board.

9.2 The Board may elect (from among themselves) further office-bearers as they consider appropriate.

9.3 An individual elected to any office will automatically cease to hold that office;

(a) If they cease to be a Trustee; or

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(b) If the give to the Company a notice of resignation from that office.

10. CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

10.1 The income and property of the Company shall be applied solely towards promoting the Charitable Purposes.

10.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the Members or Trustees of the Company, whether by way of dividend, bonus or otherwise, except;

(a) where such Members or Trustees are in receipt of income or property of the Company as a beneficiary of the Company in terms of the Charitable Purposes; or
(b) where the payment is made in accordance with Clause 10.3; or
(c) remuneration paid to the Manager Trustee.

10.3 No benefit (whether in money or in kind) shall be given by the Company to any Trustee (other than the Manager Trustee in terms of Article 8.1.3) except the possibility of the following:

10.3.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or
10.3.2 subject to Section 67 of the Charities Act, reasonable remuneration to a Trustees in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or
10.3.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any Trustee; or
10.3.4 payment of rent at a rate not exceeding the open market rent for property let to the Company by any Trustee; or
10.3.5 the purchase of property from any Trustee provided that such purchase is at or below market value or the sale of property to any Trustee provided that such sale is at or above market value; or
10.3.6 payment to one or more Trustees by way of any indemnity where appropriate.
10.3.7 any payment of salary, pension and other employee or contractor payments due to the Manager Trustee.

11. CONFLICTS OF INTERESTS

11.1 Any Trustee and/or employee who has a personal interest (as defined in Article 11.2) in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically at any relevant meeting of the Company. Where such an interest arises, the provisions within Article 11.3 shall apply.

11.2 A personal interest includes the following interests:

11.2.1 those of the Trustee or employee in question;
11.2.2 those of the individual's partner or close relative;
11.2.3 those of any business associate;
11.2.4 those of any firm of which the individual is a partner or employee;
11.2.5 those of any limited company of which the individual is a director, employee or shareholder of more than 5% of the equity;
11.2.6 those of any charity of which the individual is a trustee or employee; and
11.2.7 those of any person or organisation responsible for the individual's appointment as a Trustee.

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11.3 Whenever a Trustee finds that there is a personal interest they have a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot partake in discussions or decisions relating to such matter.

11.4 It shall be for the person chairing the meeting in question (or if it be the person chairing the meeting who is potentially or actually conflicted, it shall be for the other Trustees present) to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting. In terms of Article 12.1, where a Trustee leaves, or is required to leave, the meeting in question, they will no longer forms part of the quorum thereat.

11.5 The Board may at any time resolve to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Company have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.

11.6 The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 11.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

11.7 If existing, the Register of Interests shall be open for inspection by both the Board and Members of the Company and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

12. BOARD MEETINGS

12.1 **Quorum**

12.1.1 The quorum for Board meetings shall be not less than three Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.

12.1.2 A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, they are not entitled to vote.

12.2 **Convening Board Meetings**

12.2.1 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.

12.2.2 All Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.

12.2.3 A Trustee may and, on the request of a Trustee, the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.

12.3 **Chair of Board Meeting**

The Chair, whom failing the Vice-Chair (if any), shall be entitled to preside as the person chairing all Board meetings at which they shall be present. If at any meeting neither the Chair nor the Vice-Chair is present and willing to act as the person chairing the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be the person chairing the Board meeting,

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which failing the meeting shall be adjourned until a time when the Chair or Vice-Chair will be available.

12.4 **Voting at Board Meetings**

12.4.1 The person chairing the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.

12.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.

12.4.3 The decisions requiring a Special Resolution (listed in Article 6.10) cannot be taken by the Trustees alone, but must be taken also by the Ordinary Members in General Meeting in terms of Article 6 and only thereafter acted upon by the Board as directed by the Ordinary Members.

12.4.4 In the event of an equal number of votes for and against any resolution at a Board meeting, the person chairing the meeting shall have a casting vote as well as a deliberative vote.

12.4.5 A resolution in writing or by e-mail or other appropriate electronic means (whether one single document signed by all of the Trustees or all of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

12.5 **Observers**

The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

12.6 **Minutes**

The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, without distinction between those who attended in person and those who attended electronically, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.

12.7 **Validation**

12.7.1 All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

12.7.2 No alteration of these Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

12.8 **Ancillary Regulations**

The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, Members, employees, stakeholders and/or others.

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13. COMPANY SECRETARY, MINUTE SECRETARY, TREASURER AND PRINCIPAL OFFICER

13.1 **Company Secretary**

The Board may appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.2 **Minute Secretary**

The Board may appoint a Minute Secretary, for the purposes of Article 12.6, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.

13.3 **Treasurer**

a) The Board may appoint a Treasurer for such term and upon such conditions as it may think fit.
b) If the Treasurer is unpaid, they may also be a Trustee, and if so they would have a vote as a Trustee at any Board meeting which they attend.
c) If the Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, they cannot also be a Trustee.
d) If the Treasurer is not a Trustee, they may be required by the Board to attend (but shall have no vote at) Board meetings during their tenure as Treasurer, except any part or parts thereof dealing with their employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.
e) The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.4 **Principal Officer**

The Board may appoint an employee of the Company as a Principal Officer of the Company on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but who shall not be a Trustee and, for the avoidance of doubt, will have no vote thereat.

14. HONORARY PATRON(S)

The Ordinary Members at a General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Company, to be appointed either for such fixed period (usually of five years) as those Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

15. FINANCES AND ACCOUNTS

15.1 **Bank Accounts**

The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

15.2 **Payments and Receipts**

All payments (including cheques and other negotiable instruments) and all financial and banking instructions, and all receipts for monies paid to the Company, shall be signed,

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drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

15.3 The Board shall ensure that all funds and assets of the Company are applied towards achieving the Charitable Purposes.

15.4 **Accounting Records and Annual Accounts**
The Board shall cause accounting records to be kept in accordance with the requirements of the Charities Act, Companies Act and other relevant regulations.

15.5 The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of the Members of the Company.

15.6 The Board shall ensure that the accounts of the Company are prepared and independently examined and/or audited in accordance with all relevant statutory requirements and, for the avoidance of doubt, an audit (within the meaning of the Companies Act) shall not be required in a case where the Company is exempt from audit under the 2006 Act. The independent financial examiner (or auditor where required) shall be appointed by the Board on the direction of Members in General Meeting.

15.7 At or before each AGM, or otherwise after the Accounts have been approved by the Board, the Board shall provide or make available to the Members a copy of the accounts for the period since the last preceding accounting reference date (or in the case of the first account since the incorporation of the Company). The accounts shall be accompanied by proper reports of the Board and the independent financial examiner, (or auditor where required). As an alternative, the Accounts may be available for inspection on the website of the Company (with all Members, Trustees, the Company Secretary and the independent financial examiner (or auditor where required), being made aware that they are so available for inspection there).

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16. NOTICES

16.1 A notice may be served by the Company upon any Member, either personally or by sending it by post, or other appropriate electronic means, addressed to such Member at their or (in the case of a company or other organisation) its address as appearing in the Register of Members.

16.2 Any notice, whether served by post or otherwise, shall be deemed to have been served at the expiry of 48 hours after it was sent.

16.3 A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

16.4 The business of the Company and all its correspondence with and notification to or from Members may be conducted equally validly and effectively if transmitted by appropriate electronic means (except where a Member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company where the Company has advised each Member of this and has taken due steps

to notify by other reasonable means all other Members who state that they do not have access to the Internet.

17. INDEMNITY

Subject to the terms of the Charities Act and the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, former Trustees, the Company Secretary, Treasurer and all employees of the Company shall be indemnified out of the assets of the Company against any loss or liability (including the costs of defending successfully any court proceedings) which they may respectively incur or sustain, in connection with or on behalf of the Company.

18. ALTERATION TO ARTICLES OF ASSOCIATION

Subject to the terms of Article 6.10, and any prior consent required by OSCR in terms of section 16 of the Charities Act, no alteration in these Articles may at any time be made unless on the decision of the Ordinary Members by Special Resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Article 6.12.

19. LIMIT OF LIABILITY

19.1 The liability of the Members is limited.

19.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company if it should be wound up whilst they are a Member or within one year after they cease to be a Member (for whatever reason), for payment of its debts and liabilities contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up.

20. DISSOLUTION

20.1 The winding-up of the Company may take place only on the decision of the Ordinary Members by Special Resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Article 6.12.

20.2 If, on the winding-up of the Company, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.

20.3 The Charity or Charities to which the property is to be transferred in terms of Article 20.2 shall be determined on the decision of not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 75% of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by the Sheriff of Grampian, Highlands and Islands at Aberdeen (or any successor thereto), whose decision shall be final and binding upon the Company.

20.4 If the Company is a Scottish charity at the time that its winding-up is decided upon in terms of this Article, the prior consent of the Office of the Scottish Charity Regulator (or any successor thereto) must be obtained in terms of Section 16 of the Charities Act.

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Annexation

Schedule 1 Definitions

Schedule 2 Powers

Schedule 3 Instrument of Proxy

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Schedule 1

Definitions

Further to Article 2.1, the definitions and meanings to apply throughout these Articles of Association and the Schedules hereto, are as follows:

WORDS	MEANINGS
AGM	– the Annual General Meeting of the Members.
Articles	– these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Authorised Representative	– as defined in Article 5.3.
Board and Board of Trustees	– the Board of Directors of the Company.
Charitable Purposes	– as described in Article 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	– the Charities and Trustee Investment (Scotland) Act 2005
Charity or Charities	– a body or bodies which is/are a "Scottish charity" within the meaning of section 13 of the Charities Act, or a "charity" within the meaning of section 1 of the Charities Act 2011, or an equivalent body recognised as being a charity and subject to similar regulation in a foreign jurisdiction, providing (in all cases) that its/their objects are limited to charitable purposes.
Circulation Date	- the date on which copies of a written resolution are sent to the Members in terms of Article 6.12.
clear days	- means a period excluding the day on which notice is given and the day on which the meeting is held.
Company	– Birse Community Trust
Companies Act	– the Companies Act 2006
electronic form and electronic means	– as defined in Section 1168 of the Companies Act.
electronic General Meeting	– means a General Meeting hosted at an electronic platform

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electronic platform	–	includes, but is not limited to, website addresses and conference call systems
General Meeting	–	any general meeting of the Members.
in person	–	means present in person or by proxy at a physical general meeting or present by electronic means at an electronic platform at an electronic General Meeting, as the case may be.
in writing	–	representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods whether sent or supplied in electronic form or otherwise.
Manager Trustee	–	the individual holding the position of the most senior manager of the Company from time to time.
Members	–	all Members of the Company (references to Ordinary Members and Associate Members having the specific meanings ascribed respectively to them in Article 5).
Month	–	calendar month.
Named Depute	–	as defined in Article 5.3.
organisation	–	any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
Property	–	any property, heritable or moveable, real or personal, wherever situated in the world.
signed	–	where a document or information sent or supplied (a) in hard copy form is authenticated by bearing the signature of the person sending or supplying it, or (b) in electronic form is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has not reason to doubt the truth of that statement.
subscribers	–	those persons and/or organisations who have subscribed these Articles.
Trustee(s)	–	Director(s) for the time being of the Company.

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Schedule 2

Powers available to the Company

Further to Article 3.2, the Company shall have the following powers (but only in furtherance of the Charitable Purposes) and declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal, namely:

1. General

1.1. to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Company to achieve the Charitable Purposes;

1.2. to provide advice, consultancy, training, tuition, expertise and assistance;

1.3. to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;

1.4. to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;

2. Property

2.1. to purchase, take on lease, hire, or otherwise acquire any property suitable for the Company and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Company's property;

2.2. to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company;

2.3. to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

3. Employment

3.1. to employ, contract with, train and pay such staff (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the Company, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;

4. Funding and Financial

4.1. to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company;

4.2. to accept or decline subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;

4.3. to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company;

4.4. to set aside funds not immediately required as a reserve or for specific purposes;

4.5. to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate and to dispose of, and vary, such investments;

4.6. to make grants or loans of money and to give guarantees;

4.7. to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Conduct Authority (or its successors) and to delegate to any such manager the exercise of all or any of

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its powers of investment on such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Company in nominee names, but subject always to the provisions of the Charities Act;

5. Development

5.1. to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;

5.2. to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;

5.3. to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;

5.4. to enter into contracts to provide services to or on behalf of others;

6. Insurance and Protection

6.1. to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);

6.2. to oppose, or object to, any application or proceedings which may prejudice the interests of the Company;

7. Ancillary

7.1. to pay the costs of forming the Company and its subsequent development;

7.2. to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and

7.3. to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

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Schedule 3

Form of Proxy

Further to Article 6.8.3, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

Birse Community Trust

("the Company")

I .....,

of.....,

being an Ordinary Member of the Company hereby appoint the person chairing the General Meeting/or*.....,

of .....,

as my proxy to vote for me on my behalf at the General Meeting of the Company to be held on..... and at any adjournment thereof.

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[This form to be used in favour of/against the resolution(s)*]

[Insert wording of each resolution]

** to be deleted if not required, or amended if it is required*

Unless otherwise instructed, the Proxy will vote as they think fit

Signature of member appointing proxy.....

dated.....

To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above