

**Company number: SC341623**

THE COMPANIES ACTS 1985 - 1989

*Company limited by guarantee  
and not having a share capital*

**MEMORANDUM &  
ARTICLES of ASSOCIATION**

**of**

***Madderty Community  
Association***

Incorporated on 18th April 2008

J. & H. Mitchell, W.S.  
Pitlochry and Aberfeldy

THE COMPANIES ACTS 1985 -1989

*Company limited by guarantee and not having a share capital*

**MEMORANDUM of ASSOCIATION**  
**of**  
**Madderty Community Association**

*The Memorandum of Association sets out the Charitable Purposes of the Company and the Powers conferred upon it to enable it to achieve its Charitable Purposes, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.*

**NAME**

1. The name of the company is "Madderty Community Association" ("the Association").

**REGISTERED OFFICE**

2. The Registered Office of the Association is situated in Scotland.

**DEFINITIONS**

3. The definitions and meanings specified in Article 1(b) of the Trust's Articles of Association shall have effect as if repeated in this Memorandum of Association.

**CHARITABLE PURPOSES**

4. The Charitable Purposes of the Association ("the Charitable Purposes") are, by providing, promoting and managing a village hall and community centre within the village of Madderty, Perthshire, for the benefit of the inhabitants of Madderty and its environs (comprising those within or immediately adjacent to the Parish of Madderty) and of members of the public generally,:
  - (a) to advance public participation in sport; and
  - (b) to provide recreational facilities, or the organisation of recreational facilities; and
  - (c) to advance education and the arts, heritage and culture; and
  - (d) to foster and promote citizenship and community development.

**POWERS**

5. The Association shall have the following powers (but only in furtherance of the Charitable Purposes):

**Specific**

  - (a) to provide, develop, promote and manage a village hall and community centre;
  - (b) to support and promote local, regional and national initiatives which aim to improve the cultural, educational and recreational aspects of Madderty and its environs;

**General**

  - (c) 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 Association to achieve the Charitable Purposes;

- (d) to provide advice, consultancy, training, tuition, expertise and assistance;
- (e) to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- (f) 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;

**Property**

- (g) to purchase, take on lease, hire, or otherwise acquire any property suitable for the Association 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 Trust's property;
- (h) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Association;
- (i) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

**Employment**

- (j) to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Association;

**Funding and Financial**

- (k) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Association;
- (l) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- (m) to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Association and/or in support of any obligations undertaken by the Association;
- (n) to set aside funds not immediately required as a reserve or for specific purposes;
- (o) to invest any funds which are not immediately required for the activities of the Association in such investments as may be considered appropriate and to dispose of, and vary, such investments;
- (p) to make grants or loans of money and to give guarantees;

**Development**

- (q) to establish, manage and/or support any other charitable organisation, and to make donations for any charitable purpose falling within the Charitable Purposes;
- (r) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- (s) to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Association and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation;
- (t) to enter into contracts to provide services to or on behalf of others;

**Insurance and Protection**

- (u) to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
  - (v) to oppose, or object to, any application or proceedings which may prejudice the interests of the Association;
- Ancillary**
- (w) to pay the costs of forming the Association and its subsequent development;
  - (x) to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
  - (y) to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

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.

### **CONSTRAINTS ON PAYMENTS OR BENEFITS TO MEMBERS**

- 6. (a) The income and property of the Association shall be applied solely towards promoting the Charitable Purposes.
- (b) No part of the income or property of the Association shall be paid or transferred (directly or indirectly) to the members of the Association, whether by way of dividend, bonus or otherwise, except where such members are in receipt of income or property of the Association as a beneficiary of the Association in terms of its Charitable Purposes.
- (c) No Trustee of the Association shall be appointed as a paid employee of the Association.
- (d) No benefit (whether in money or in kind) shall be given by the Association to any member or Trustee except the possibility of:
  - (i) repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or
  - (ii) reasonable remuneration to a member or any Trustees in return for specific services actually rendered to the Association (not being of a management nature normally carried out by a director of a company); or
  - (iii) payment of interest at a rate not exceeding the commercial rate on money lent to the Association by any member or Trustee; or
  - (iv) payment of rent at a rate not exceeding the open market rent for property let to the Association by any member or Trustee; or
  - (v) the purchase of property from any member or Trustee provided that such purchase is at or below market value or the sale of property to any member or Trustee provided that such sale is at or above market value; or
  - (vi) payment by way of any indemnity where appropriate.

### **LIMIT OF LIABILITY**

- 7. (a) The liability of the members is limited.
- (b) Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Association if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

## DISSOLUTION

8.
  - (a) The winding-up of the Association may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at an EGM called specifically (but not necessarily exclusively) for the purpose and with the enhanced quorum specified in Article 21.
  - (b) If, on the winding-up of the Association, 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.
  - (c) The charity or charities to which the property is to be transferred in terms of sub-clause (b) hereof shall be determined on the decision of not less than 75% of the Ordinary Members of the Association who are present and voting at an EGM called specifically (but not necessarily exclusively) for the purpose and with the enhanced quorum specified in Article 21 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 Office of the Scottish Charity Regulator, whose decision shall be final and binding upon the Association.

WE, the Subscribers to this Memorandum of Association, wish to be formed into a limited company pursuant to this Memorandum.

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*Names and Addresses of Subscribers*

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1. \_\_\_\_\_

**David William Allan**

*project manager*

Barony Cottage

St. David's

Madderty

Crieff

Perthshire PH7 3PJ

2. \_\_\_\_\_

**Adrian Bernard Sims**

*electrical engineer*

Westwinds

St. David's

Madderty

Crieff

Perthshire PH7 3PJ

3. \_\_\_\_\_

**Peter John Whitaker**

*construction manager*

West Cottage

North Ardbennie

Madderty

Crieff

Perthshire PH7 3PT

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Dated the                    2008

Witness to the above signatures: \_\_\_\_\_

*Name:*

*Occupation:*

*Address:*

THE COMPANIES ACTS 1985 - 1989

*Company limited by guarantee and not having a share capital*

**ARTICLES of ASSOCIATION**  
**of**  
**Madderty Community Association**

*The Articles of Association provide the administrative constitution of the Company, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.*

**I**  
**DEFINITIONS**

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985, or as may be amended or re-enacted, shall not apply to the Association.
- (b) In these Memorandum and Articles of Association, the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

<b>WORDS</b>	<b>MEANINGS</b>
AGM	- the Annual General Meeting.
Articles	- these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	- the Board of Trustees.
Board of Trustees	- the Board of Directors of the Association.
Chapter	- any section of these Articles headed by a roman numeral, the reference thereto specifying the relative Chapter number.
Charities Act	- the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
clear days	- in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
Companies Act	- the Companies Act 1985 as amended and every statutory modification and re-enactment thereof for the time being in force.

EGM in writing	- Extraordinary General Meeting. - written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory (albeit electronically-based) form.
members	- all members of the Association (references to Ordinary Members and Associate Members having the specific meanings ascribed respectively to them in Chapter III).
Memorandum	- the Memorandum of Association relative to these Articles, in force from time to time.
month	- calendar month.
Office	- the Registered Office of the Association.
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, assets or rights, heritable or moveable, wherever situated in the world.
Subscribers	- those persons and/or organisations who have subscribed both the Memorandum and these Articles.
Association	- Madderty Community Association.
Trustee(s)	- Director(s) for the time being of the Association.

- (c) Words importing the singular number only shall include the plural number, and *vice versa*; and
- (d) Words importing the masculine gender only shall include the feminine gender.
- (e) 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. The Association is established to achieve the Charitable Purposes expressed in the Memorandum.

## II GENERAL STRUCTURE OF THE ASSOCIATION

- 3 The structure of the Association comprises:
  - (a) **Members** - who have the right to attend the AGM (and any EGM) 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



- (b) **Trustees** - who hold regular meetings between each AGM, set the strategy and policy of the Association, generally control and supervise the activities of the Association 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 Association.

### III MEMBERSHIP

4. The members of the Association shall consist of:
- (a) the Subscribers; and
  - (b) all existing members of The Madderty Guild, an unincorporated association registered as a Scottish charity under Scottish Charity Number SC014071, as existing at the date of incorporation of this Association; and
  - (c) all individuals aged 18 or over who are ordinarily resident in the Parish of Madderty
  - (d) such other persons and organisations as are admitted to membership in terms of this Chapter.
5. Membership shall comprise:
- (a) **Ordinary Members:** each individual aged 18 or over whose principal residence is within or immediately adjacent to the Parish of Madderty shall automatically (but subject to Article 8(a)) be an Ordinary Member for so long as such residence pertains (the Board having the final decision as to who is and is not entitled to be an Ordinary Member), each Ordinary Member being entitled to one vote at any General Meeting of the Association (unless or until such individual resigns or opts out of Ordinary Membership in terms of Article 14(a) hereof); and
  - (b) **Associate Members:** any individual who cannot be an Ordinary Member who, and any organisation wherever situated which, supports the Charitable Purposes and who or which applies to the Board for Associate Membership. Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.
6. Any employee of the Association is eligible for membership, but is ineligible to be a Trustee of the Association.
7. The Board shall maintain a Register of Members, setting out all relevant details of each member and the relative category of membership.

### IV APPLICATION FOR MEMBERSHIP

8. (a) In the event of any individual aged 18 or over establishing a principal residence within or immediately adjacent to the Parish of Madderty may advise the Board and, upon doing so, or if the Board becomes aware of that individual's residency by other means, then and if the Board is satisfied that the criteria for Ordinary Membership have been satisfied, ascertaining such details as it may require in this respect from the individual or from others, shall confirm Ordinary Membership for that individual.
- (b) If and when the residency criterion for Ordinary Membership no longer pertains, either on intimation by the Ordinary Member in question or by this being made

known to the Board by any other means, the Board shall, having satisfied itself and ascertaining such details as it requires in this respect from the Ordinary Member concerned or from others, remove that individual from the Roll of Ordinary Members.

9. (a) Any individual who or organisation which wishes to become an Associate Member of the Association must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it at the Office (or other address specified therein).
- (b) The Board shall consider such applications for Associate Membership promptly and shall inform each applicant whether he, she or it has been successful and into which category of membership he, she or it shall belong, the decision of the Board in these respects being final. The Board may, at its discretion, refuse to admit any individual or organisation to membership, except for reasons of gender, sexuality, race, religion or politics.

## V

### MEMBERSHIP SUBSCRIPTIONS

10. Members shall be required to pay the appropriate annual membership subscription, if any.
11. The Ordinary Members may at any or each AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories). 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.
12. If the membership subscription payable by any member remains outstanding for more than three calendar months after the date on which it fell due (and providing the member in question has been given at least one written reminder), the Board may expel that member from membership.
13. An individual who or organisation which ceases (for whatever reason) to be a member shall not be entitled to any refund of membership subscription.

## VI

### CESSATION OF MEMBERSHIP

14. Any member may no longer serve as such in any one or more of the following events:
  - (a) if by notice in writing to the Office he, she or it resigns his, her or its membership (including any individual who, whilst eligible, wishes to opt out of being an Ordinary Member); or
  - (b) if, being an individual who is an Ordinary Member, the terms of Article 8(b) apply, as he or she no longer complies with the residency criterion within Article 5(a), and he or she is removed by the Board from the Roll of Ordinary Members (and that individual does not immediately become an Associate Member); or
  - (c) if the terms of Article 12 are invoked by the Board; or
  - (d) if a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 21 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, all

- members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
- (e) if, being an individual, he or she dies; or
  - (f) if, being an organisation, it goes into receivership, goes into liquidation dissolves or otherwise ceases to exist.
15. Membership is neither transferable nor assignable to any other individual or organisation.

## VII GENERAL MEETINGS (Meetings of Members)

16. The Board shall convene an Annual General Meeting in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Association. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
17. The business of each AGM shall include:
- (a) the report by the Chairman on the activities of the Association;
  - (b) the election of Trustees;
  - (c) the fixing of annual subscriptions;
  - (d) the report of the independent financial examiner;
  - (e) approval of the annual accounts of the Association; and
  - (f) appointment of the independent financial examiner.
18. (a) All General Meetings, other than AGMs, shall be called Extraordinary General Meetings.
- (b) The Board may convene an EGM whenever it thinks fit.
- (c) The Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 5% of the Ordinary Members, must clearly state the objects of the meeting and must be deposited at the Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
19. (a) 21 clear days' notice at the least shall be given of every AGM and EGM.
- (b) The notice shall specify the place, the day and the hour of meeting and, in the case of Special Resolutions (as listed in Article 28), the specific nature of that business.
- (c) The notice shall be sent, in the manner specified in Chapter XXII, to all members and to such persons or organisations as are under these Articles or under the Companies Act entitled to receive such notices.
- (d) With the consent of all of the Ordinary Members having the right to attend and vote thereat, a General Meeting (other than an AGM) may be convened by such shorter notice as they may think fit in the circumstances.
- (e) 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 AGM or EGM.

**VIII**  
**CHAIRMAN OF GENERAL MEETINGS**

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

**IX**  
**QUORUM AT GENERAL MEETINGS**

21. The quorum for a General Meeting shall be 5% of the Ordinary Members, present in person for all general business, but shall be 10% of the Ordinary Members, present in person, for all Special Resolutions (as listed in Article 28). No business shall be dealt with at any General Meeting unless a quorum is present.
22. 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 as may be fixed by the chairman of the meeting.

**X**  
**VOTING AT GENERAL MEETINGS**

23. The chairman of the meeting (see Chapter VIII) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
24. (a) Each Ordinary Member shall have one vote, to be exercised in person.  
(b) Associate Members shall have no vote.  
~~(c) Voting cannot be by proxy.~~  
(c) In the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as any deliberative vote.  
(d) Whilst personal attendance at a General Meeting is encouraged, an Ordinary Member shall be entitled to complete one form of proxy in order to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:  
(i) A proxy need not be a member.  
(ii) A proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote thereat.  
(iii) The form appointing the Proxy shall be in the following form:

**Madderty Guild  
("the Company")**

I .....,  
of.....,  
being an Ordinary Member of the above Company hereby appoint the Chairman  
of the company/or\*.....,  
of .....,  
and, failing him or her,  
.....,  
of.....,  
as my proxy to vote for me on my behalf at the (Annual/Extraordinary) meeting  
of the Company to be held on..... and at any adjournment thereof.

This form is to be used in favour of/against the resolution\*.

Signed.....day of .....

*Signature of member appointing proxy* .....

\* delete as applicable

- (iv) The form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged at the Registered Office not less than forty-eight hours before the time appointed for holding 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.
- (v) 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 at the Registered Office.
- (vi) A vote given in accordance with the terms of a form of 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 proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld).
- (vii) Any reference in these Articles to voting being "in person" shall include voting by proxy.

25. 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 chairman of the meeting whose decision shall be final and conclusive.

26. A resolution put to the vote at an AGM or EGM shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded by the chairman of the meeting (or by at least four members present in person at the meeting and entitled to vote). A secret ballot may be demanded only before either any verbal vote or show of hands takes place.
27. If a secret ballot is demanded, it shall be taken immediately at the same meeting and shall be conducted in such a manner as the chairman of the meeting may direct and the result shall be declared at the same meeting at which the ballot was demanded. In that event, the person chairing the meeting shall appoint and instruct tellers, who may cast their own personal votes if members.
28. At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting) and with the enhanced quorum specified in Article 21, namely:
  - (a) to alter the name of the Association; or
  - (b) to amend the Charitable Purposes; or
  - (c) to amend these Articles; or
  - (d) to wind up the Association in terms of Clause 8 of the Memorandum of Association; or
  - (e) to amend the maximum number of Trustees in terms of Article 31; or
  - (f) to purchase or sell any heritable property owned by the Association or any of its subsidiaries and to purchase any heritable property wherever situated; or
  - (g) to form, acquire or dispose of any subsidiary; or
  - (h) to acquire or dispose, whether by the Association or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Association or by any of its subsidiaries in any formal trust or joint venture; or
  - (i) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Association or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
  - (j) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Association; or
  - (k) all other Special Resolutions.
29. A resolution in writing signed by or on behalf of all or a sufficient majority of the Ordinary Members (as specified in terms of Article 28) shall be as valid and effective as if the same had been passed at a General Meeting of the Association duly convened and held. Such resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.

**XI**  
**APPOINTMENT OF TRUSTEES**

30. The affairs of the Association shall be directed and managed by a Board of Trustees appointed in terms of this Chapter. The Board may exercise all such powers of the Association, and do on behalf of the Association all acts as may be exercised and done by the Association, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.
31. The number of Trustees shall be not less than three and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than fourteen.
32. (a) The Subscribers, and any one or more individual persons whom they choose to co-opt as Co-opted Trustees in terms of Article 36, shall comprise the Interim Board of Trustees.
- (b) The Interim Board shall remain in office until the first General Meeting of the Association, to be held as soon as practicable after incorporation, at which time each Trustee on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of Article 34 (c)).

**Composition of Board**

33. From and after the first General Meeting of the Association, the Board shall comprise:
- (a) up to six individual persons elected as Trustees by the Ordinary Members in terms of Article 34 (“the Elected Trustees”); and
- (b) up to five individual persons appointed by specific third party organisations in terms of Article 35 (“the Appointed Trustees”); and
- (c) up to three individual persons co-opted in terms of Article 36 (“the Co-opted Trustees”).

**Elected Trustees**

34. (a) At the first General Meeting held in terms of Article 32(b), the Ordinary Members shall elect up to six Elected Trustees.
- (b) Provided that the first General Meeting in terms of Article 32(b) hereof is held before the first AGM, there shall be no change in or election of Trustees at the first AGM (except to the extent of filling by co-option any vacancies in the Board left over after the first General Meeting or caused by any retirements since).
- (c) At the second and each subsequent AGM, one-third of the Elected Trustees (or the nearest number upwards) shall retire from office. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting. A retiring Trustee shall be eligible for re-election after one term of office, but no Trustee can serve more than three consecutive terms of office, without at least one year out of office before being eligible again.
- (d) If no other Trustee has or Trustees have decided or agreed 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.

- (e) Nomination of any Elected Trustee shall be either in writing before or in person at the AGM (or EGM) in question, supported by not less than any two Ordinary Members as proposer and seconder. The nominee must be an Ordinary Member.
- (f) 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.

### **Appointed Trustees**

35. (a) Each of the following third party organisations may appoint one Appointed Trustee:
- (i) **Madderty Primary School** - the usual appointee being the Head Teacher;
  - (ii) **Madderty Community Council** - the usual appointee being its Chairman;
  - (iii) **Fowlis Wester, Madderty and Monzie Church** - the usual appointee being its Minister;
  - (iv) **Madderty branch of the Scottish Women's Rural Institute**; and
  - (v) **The Church Guild, Madderty.**
- (b) The following shall apply in relation to each Appointed Trustee:
- (i) On receipt of the Notice for each AGM of the Association, including the first General Meeting held after incorporation, each of the third party organisations listed in Article 35(a) (or its successors) shall serve a written notice at the Office to intimate the Trustee being appointed by it at the AGM. Such written notice must be at the Office not less than forty-eight hours before the start of the Annual General Meeting, failing which the Appointed Trustee previously appointed by it shall remain in office.
  - (ii) Each of the third party organisations listed in Article 35(a) (or its successors) may appoint or remove its own appointed Trustee or Trustees at any time, by written notice to that effect served at the Office not less than forty-eight hours before the meeting at which the change is to take effect. Any notice intimated within forty-eight hours of a meeting of the Board or of the members of the Association shall not take effect until the following meeting.

### **Co-opted Trustees**

36. Up to three individuals may be co-opted from time to time by the Board of Trustees itself, as follows:
- (a) Subject to Article 36(c), a Co-opted Trustee shall serve until the next AGM after his or her co-option.
  - (b) A Co-opted Trustee can be re-co-opted at such next AGM.
  - (c) A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.
  - (d) For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.
37. The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Trustee elected in terms of Article 34, from or after the date of such retiral or deemed retiral until the next AGM.

## **XII RETIRAL OF TRUSTEES**

38. Any trustee must cease to be a Trustee in any one or more of the following events:



- (a) if he or she is prohibited from being a member in terms of Chapter VI; or
- (b) if he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
- (c) if he or she is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or
- (d) if, in terms of section 66(5) of the Charities Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act; or
- (e) if being an Elected Trustee, he or she ceases to be an Ordinary Member;
- (f) if he or she holds any office of profit or is employed by the Association (except where the provisions of Clause 6(d)(ii) of the Memorandum shall apply); or
- (g) if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee; or
- (h) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her 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
- (i) if he or she is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
- (j) if by notice in writing to the Office he or she resigns his or her office.

### **XIII CHAIRMAN AND VICE-CHAIRMAN**

39. The Board shall meet as soon as practicable immediately after each AGM to appoint both a Chairman and, if desired, a Vice-Chairman of the Association from the Board (either or both of whom can be Co-opted Trustees).

### **XIV PERSONAL INTERESTS**

40. Any Trustee and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the Association must declare that interest either generally to the Board or specifically at any relevant meeting of the Association. A personal interest includes not only the interest of the Trustee or employee in question, but also his or her partner, close relative or business associate, or any firm of which he is a partner or employee, or any limited company of which he is a director, employee or shareholder of more than 5% of the equity.
41. Additionally, the Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Association and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

42. Whenever a Trustee finds that there is a personal interest, as defined in Article 40, he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
- (a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
  - (b) whether the Trustee in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
  - (c) whether the Trustee in question should be required to be absent during that particular element of the meeting and, in terms of Article 46 (b), where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.

## **XV QUORUM AT BOARD MEETINGS**

43. (a) The quorum for Board meetings shall be not less than 33% of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.
- (b) 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, he or she is not entitled to vote.

## **XVI MEETINGS OF THE BOARD OF TRUSTEES**

44. (a) 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.
- (b) Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Article 28), which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other 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.
- (c) 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.
45. The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be chairman of the Board meeting, which failing the meeting shall be adjourned until a time when the Chairman or Vice-Chairman will be available.
46. (a) The chairman of 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.

- (b) The decisions requiring a Special Resolution (listed in Article 28) cannot be taken by the Trustees alone, but must also be taken by the Ordinary Members in terms of Article 28 and only thereafter acted upon by the Board as directed by the Ordinary Members.
  - (c) In the event of an equal number of votes for and against any resolution at a Board meeting, the chairman of the meeting shall have a casting vote as well as a deliberative vote.
47. The Board may delegate any of its powers to sub-committees, each consisting of not less than one Trustee and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. 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 so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.
48. 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, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
49. 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.
50. A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority 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.
51. No alteration of the Memorandum or 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.
52. The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in Article 31 may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.
53. The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.

**XVII  
ANCILLARY REGULATIONS**

54. The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to the Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

**XVIII  
COMPANY SECRETARY, MINUTE SECRETARY,  
TREASURER & PRINCIPAL OFFICER**

55. The Board shall 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.
56. The Board may appoint a Minute Secretary, for the purposes of Article 48, 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.
57. The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer will usually be one of the Trustees, but need not be. The position of Treasurer may be changed by the Board at any time. Whilst in post, the Treasurer, if not already a Trustee, may be required to attend (but if not a Trustee would have no vote at) Board meetings during his or her tenure as Treasurer, except in relation to any other matter which the Board wish to keep confidential to itself.
58. The Board may appoint a Principal Officer of the Association 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 without any vote thereat.

**XIX  
HONORARY PATRON(S)**

59. The Ordinary Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Association, who would be appointed either for such fixed period 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.

**XX  
FINANCES**

60. The banking account or accounts of the Association shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
61. All cheques and other negotiable instruments, and all receipts for monies paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the

case may be, in such manner as the Board shall from time to time by resolution determine.

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

## XXI ACCOUNTS

63. The Board shall cause accounting records to be kept in accordance with the requirements of the Companies Act and other relevant regulations.
64. 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 Association or any of them shall be open to the inspection of the members of the Association.
65. Once at least in every year, or as otherwise provided for by the Companies Act, the accounts of the Association shall be examined and their correctness ascertained by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.
66. (a) At each AGM, the Board shall provide the members with 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 Association).
- (b) The accounts shall be accompanied by proper reports of the Board and the independent financial examiner.
- (c) Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting at which they fall to be approved, be delivered or sent to all members, Trustees, the Company Secretary and the independent financial examiner, or otherwise be available for inspection on the website of the Association (with all members, Trustees, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

## XXII NOTICES

67. A notice may be served by the Association upon any member, either:
- (a) personally; or
- (b) by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its registered address as appearing in the Register of Members; or
- (c) by advertisement in a local newspaper and repeated on the notice board of the Madderty Hall.

68. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
69. A member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
70. The business of the Association and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other 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 Association where the Association 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.

### **XXIII INDEMNITY**

71. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Association shall be indemnified out of the funds of the Association against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Association and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

### **XXIV ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION**

72. Subject to the terms of Article 28, no alteration in the Memorandum and/or these Articles may at any time be made unless by the decision of 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

### **XXV DISSOLUTION**

73. Clause 8 of the Memorandum of Association of the Association, relating to the winding up and dissolution of the Association, shall have effect as if its provisions were repeated in these Articles and with the enhanced quorum specified in Article 21.

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*Names and Addresses of Subscribers*

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1. \_\_\_\_\_

**David William Allan**

*project manager*  
Barony Cottage  
St. David's  
Madderty  
Crieff  
Perthshire PH7 3PJ

2. \_\_\_\_\_

**Adrian Bernard Sims**

*electrical engineer*  
Westwinds  
St. David's  
Madderty  
Crieff  
Perthshire PH7 3PJ

3. \_\_\_\_\_

**Peter John Whitaker**

*construction manager*  
West Cottage  
North Ardbennie  
Madderty  
Crieff  
Perthshire PH7 3PT

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Dated the                    2008

Witness to the above signatures: \_\_\_\_\_

*Name:*

*Occupation:*

*Address:*