

Company number: SC341623

THE COMPANIES ACT 2006

Company limited by guarantee
and not having a share capital

ARTICLES of ASSOCIATION

of

Madderty Community Association

Incorporated on 18 April 2008

Scottish Charity Number SC014071

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of
Madderty Community Association

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1 NAME AND REGISTERED OFFICE

- 1.1. The name of the company is Madderty Community Association (“The Association”).
- 1.2. The Registered Office of The Association is situated in Scotland.

2 DEFINITIONS

- 2.1 These Articles of Association, and any ancillary regulations thereunder, in force from time to time (“The Articles”) supersede any model Articles contained within the Companies Act 2006 (“Companies Act”) or any regulations pertaining thereto.
- 2.2 The Association is a registered charity (“Charity”). A charity is a body which is either 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, providing (in either case) that its objects are limited to charitable purposes.
- 2.3 An “Organisation” is any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership, or other organisation (not being an individual person).
- 2.4 “Property” means any property, heritable or moveable, real or personal, wherever situated in the world.
- 2.5 “Signed” means 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 Association or, where no such manner has been specified by The Association, if it is accompanied by a statement of the identity of the sender and The Association has no reason to doubt the truth of that statement.
- 2.6 “Trustees” means the Director(s) for the time being of The Association.
- 2.7 Words importing the singular number only shall include the plural number, and *vice versa*.
- 2.8 A reference in these Articles to an “Article” is a reference to the relevant Article of these Articles, unless it specifically states otherwise.
- 2.9 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.
- 2.10 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.

- 2.11 The two Schedules to these Articles are deemed to form an integral part of these Articles.
- 2.12 All references to a “month” mean a calendar month.

3 CHARITABLE PURPOSES and POWERS

- 3.1 The charitable Purposes (“Charitable Purposes”) are described here on the basis that these fall within section 7 of the Charities and Trustee Investment (Scotland) Act 2005 (“The Charities Act”) and are also regarded as charitable in relation to the application of the Taxes Acts.
- 3.2 The Charitable Purposes of The Association are, by providing, promoting, and managing a village hall, community centre and other assets within or near the village of St. Davids, 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:
- 3.2.1 to advance public participation in sport; and
 - 3.2.2 to provide recreational facilities, or the organisation of recreational facilities; and
 - 3.2.3 to advance education and the arts, heritage, and culture; and
 - 3.2.4 to foster and promote citizenship and community development.
- 3.3 The Association shall have powers, but only in furtherance of its Charitable Purposes, as expressed in Schedule 1 annexed to these Articles.

4 GENERAL STRUCTURE OF THE ASSOCIATION

The structure of The Association comprises:

- 4.1 **Members** - who have the right to attend the Annual General Meeting (“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 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.

5 MEMBERSHIP

5.1 Members

5.1.1 Members of The Association ("Members") consist of Ordinary Members and Associate Members as described in this Article.

5.1.2 Membership shall be open to:

a) **Ordinary Members** who:

- (i) are individuals aged 18 or over;
- (ii) support the Charitable Purposes;
- (iii) are resident in the Parish of Madderty or the areas immediately adjacent to the Parish of Madderty. The Board of Trustees of The Association ("The Board") have the final decision as to who is and is not entitled to be an Ordinary Member;
- (v) apply successfully in terms of the Articles; and
- (vi) pay the current relevant annual subscription (if any) in terms of the Articles.

b) **Associate Members** who:

- (i) are individuals who cannot be Ordinary Members; or
- (ii) are Organisations, wherever situated, which support the Charitable Purposes of The Association and which successfully apply 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.

5.1.3 Any employee of The Association is eligible for membership but is ineligible to be a Trustee.

5.2 Application for Membership

5.2.1 Any individual who or Organisation which supports the Charitable Purposes of The Association and wishes to become a 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 deliver it to The Association.

5.2.2 The Board shall consider such applications for membership promptly and shall inform each applicant whether their application has 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 and act for such Member at all General Meetings of The Association. 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 Organisation, but only by written notice served by the appointing Organisation to The Association. Such notice will take effect in respect of any meeting taking place 7 days or more after receipt of the notice to The Association to allow sufficient time for

the appointing Organisation to serve a copy of the notice to anyone named therein and to enable The Association 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 Board in accordance with the most recent notice validly received by The Association.

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 Association shall comply with the obligations in respect of the Register of Members contained in Chapter 2 of Part 8 of the Companies Act.

5.4.3 The Register of Members is open to all Members of The Association.

5.4.4 The Register of Members is open to non-members of The Association, 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 Association 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 Association may charge a fee for providing the information.

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 Ordinary and Associate Members).

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 Association will inform the Member 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 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 will 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 Association they resign their membership; or

5.6.2 if the terms of Article 5.5.4 are 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 Association that the membership is terminated where that Member's conduct, in their capacity as a Member, has been detrimental to The Association, 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 must be a Member of the Association) is entitled to make representations at the Board Meeting either in person or writing where "in person" means physically present themselves 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;
- c) the Board must consider any representations made by the Member (or the Member's representative) and inform the Member of its decision as to whether to terminate the membership of the Member following such consideration; and
- d) in the event of a decision to terminate the Member's membership, the Member may appeal the decision if the Member is able to provide relevant new information to the Board to support such an appeal and provided that such information was not previously known by the Board and is provided to the Board within 30 days of the original decision of the Board taken in accordance with Article 5.6.3 c) above, in which case the Board must consider the new information and inform the Member of its decision as to whether to terminate the membership of the Member following such consideration; 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; or

5.6.6 if they no longer fulfil the membership criteria within Article 5.1.

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

5.8 Where the Trustees, acting reasonably, consider that it is in the best interests of the Association for a Member's Authorised Representative or Named Depute to cease acting for that Member, the Trustees may request that the Member change their Authorised Representative or Named Depute. In the event that the Member refuses to do so, their membership may be terminated by the Trustees in accordance with Article 5.6.3.

5.9 **Re-registration of Members**

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

5.9.2 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 5.9.1, The Board may expel them from the membership.

5.9.3 A notice under Article 5.9 will not be valid unless it refers specifically to the consequences (under Article 5.9.1) 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 delivered to The Association.
- 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 simultaneously.
- 6.1.4 A General Meeting may involve two or more Members participating via attendance in person while other Members participate via audio and/or audio-visual links; or it may involve participation solely via audio and/or audio-visual links.
- 6.1.5 The Board may resolve to enable Members and other persons entitled to attend a General Meeting to do so by simultaneous attendance and participation by electronic means (such as by means of a conference telephone, video conferencing facility or similar communications equipment) ("Electronic Platform"), such meeting being an "**electronic General Meeting**" as defined in Section 1168 of the Companies Act, with no Member necessarily in physical attendance at the electronic General Meeting. A person participating in such a meeting by such means shall be deemed to be attending electronically. 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.
- 6.1.6 If a Member who wishes to attend a General Meeting via an Electronic Platform is concerned that they may lose their online connection during the General Meeting, they may appoint a proxy in terms of Article 6.8 to attend the physical meeting and to vote on their behalf only in the event that they are unable to connect to the General Meeting or lose their connection or are otherwise unable to vote themselves.
- 6.1.7 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.
- 6.1.8 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 with no less than 21 days' notice of the new arrangements.
- 6.1.9 If a General Meeting starts but is then adjourned, all Members may attend the adjourned General Meeting irrespective of their attendance at the original General Meeting. Postponed General Meetings are also open to all Members.

6.2 **Convening an AGM**

6.2.1 The Board may convene one General Meeting as an annual General Meeting in each year, at such time as it may determine.

6.2.2 Thereafter, if an AGM is to be held, 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 Association;

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 Association;

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 21 Clear Days' notice at the least shall be given of every General Meeting including the AGM where "Clear Days" means the period excluding the day on which notice is given and the day on which the meeting is held.

6.4.2 The notice shall specify:

a) whether the General Meeting shall be a physical General Meeting, an electronic General Meeting, or a combination of the two (a hybrid General Meeting);

b) for a physical General Meeting, the place, the day and the hour of meeting;

c) for an electronic General Meeting the time, date and Electronic Platform for the meeting, and the means by which a person may attend, which Electronic Platform may vary from time to time and from meeting to meeting, as The Board in its sole discretion sees fit;

d) for a hybrid General Meeting, the place, the day and the hour of meeting and the means by which a person may attend remotely which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit;

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

f) 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

g) 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, independent financial examiner (or auditor where required) and/or Honorary Patron(s) – see Article 14, 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 non-malicious 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.

6.5 **Chair of General Meetings**

The Chair of The Association shall act as the person chairing each General Meeting. If the Chair is not 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, whom failing, the Members shall elect from among themselves the Ordinary Member 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 the greater of 10 Ordinary Members or 10% of the 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 secret ballot is demanded (see Article 6.11). The declaration must be recorded with the number in favour, the number against and the number of abstentions. The person chairing the meeting must announce these numbers and allow for any objections to the accuracy of the count. Should any such objection arise, the Chair will then proceed to resolve the issue to reach an agreed count.

6.7.3 Where Members are participating in a 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 Association is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy in terms of Article 6.8 (or, if an Organisation, via its Authorised Representative or Named Depute in terms of Article 5.3).

6.7.5 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.

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

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

6.7.8 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.

6.7.9 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.

6.8 Voting at General Meetings – Proxy Voting

Whilst personal attendance at a General Meeting is encouraged, an Ordinary 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 must be a Member;
- 6.8.2 a proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the appointing Ordinary 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 2 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 shall be lodged with The Association 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 closing of the General Meeting for which the proxy was appointed. Should the General Meeting be postponed or adjourned to a later date, the proxy will remain in place unless rescinded by the Member beforehand;
- 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 Association 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 Association 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 Association from a Member entitled to vote thereat not less than 7 days 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.

6.10 Voting at General Meetings – Special Resolutions

6.10.1 Special Resolutions are required:

- a) to alter the name of The Association; 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 Association in terms of Article 20; 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.

6.10.2 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).

6.10.3 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 – Secret Ballot

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 secret ballot 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 secret ballot 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 secret ballot may be withdrawn by some or all its proposers prior to the secret ballot taking place, if it means that there are then insufficient Members in terms of Article 6.11.1 to demand the secret ballot, 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 secret ballot 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 and the result shall be declared by the person chairing the meeting at the same meeting at which the secret ballot is taken.

6.12 Voting – Written Resolutions

- 6.12.1 Ordinary 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 Association duly convened and held.
- 6.12.3 A Special Resolution in writing signed by or on behalf of not less than 75% of all of the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Association duly convened and held.
- 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 on the same day (“The Circulation Date”).
- 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); and
 - 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).
- 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);
 - d) the Members’ request can include an accompanying statement (not exceeding 1,000 words) which they can require The Association to issue with the written resolution to all Ordinary Members;
 - e) within 21 days, The Association 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 Association in complying with the Members’ request must be paid by the Members who requested the circulation of the resolution unless The Association 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 Association receives from them a signed document identifying the resolution to which it relates and indicating the Ordinary Member’s agreement to the resolution or the Member indicates their agreement to the resolution by communicating this to the Association in electronic form in a manner specified by the Association. An Ordinary Member’s agreement to a proposed written resolution, once signified, cannot be revoked.

7.1 The strategy and affairs of The Association 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 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.

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 **The Members' Committee**

7.3.1 The Members' Committee supports the Trustees in undertaking operational activities for the benefit of the Membership.

7.3.2 Members of the Association can apply at any time to become a member of the Members' Committee and their application will be considered by the Trustees at the next meeting of the Trustees.

7.3.3 If the Trustees wish to approve the applicant's appointment as a member of the Members' Committee (the Trustees' decision being final), the Trustees may do so by a simple majority vote.

7.3.4 The maximum number of Committee Members permitted is 20.

7.3.5 Members can remain on the Members' Committee for three years and then must resign from the Members' Committee at the next AGM following the third anniversary of their appointment.

7.3.6 The retiring member of the Members' Committee may put themselves forward for re-election for a further three year term at the AGM at which they resign.

7.3.7 In the event that a member of the Members' Committee fails to perform their duties in that role, or has a conflict of interest with the Association or with the work of the Trustees, or it is otherwise deemed by the Trustees that it would be in the best interests of the Association for them to be removed, the Trustees may remove them from the Members' Committee by a simple majority vote.

7.3.8 A Member's membership of the Members' Committee shall automatically terminate when they cease to be a Member of the Association.

7.4 **Delegation**

7.4.1 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.

7.4.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 7.4.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by The Board.

7.4.3 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 approved minutes of its meetings to all Trustees, which shall include details of the options considered by the sub-committee when making decisions including those options which did not gain support.

7.4.4 Unless expressly part of such delegation, decisions of any such sub-committee are advisory to the Board only and no decision of any such sub-committee, persons or person shall bind The Board.

7.5 **Number of Trustees**

7.5.1 The number of Trustees shall be not fewer than three (3) and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than fourteen (14).

7.5.2 There is required to be a minimum of three Elected Trustees at all times.

7.5.3 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum numbers specified in this Article 7.5, it may only do so for the purpose of appointing sufficient Trustees to match or exceed those minima.

8 **TRUSTEES**

8.1 **Composition of Board**

The Board shall comprise:

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

8.1.2 up to five individual persons co-opted as Trustees in terms of Article 8.3 ("the Co-opted Trustees") provided that the number of Co-opted Trustees cannot at any time exceed 50% of the number of Elected Trustees.

8.2 **Elected Trustees**

8.2.1 Elected Trustees must be Ordinary Members themselves or must become Ordinary Members on their election as an Elected Trustee, and only those individuals who meet the membership criteria for Ordinary Members may be elected or serve as an Elected Trustee.

8.2.2 At each 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 each term of office.

8.2.3 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.

8.2.4 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. Nominations, to be valid, must be delivered to the Registered Office (or to such other address for The Association as specified in the nomination form) not less than seven days prior to the date of the AGM in question.

8.2.5 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.

8.3 **Co-opted Trustees**

Up to five (5) individuals may be co-opted from time to time by The Board of Trustees itself, as follows:

- 8.3.1 Co-opted Trustees shall be those individuals or representatives of organisations which share common interests with the Association.
- 8.3.2 Subject to Article 8.3.4, a Co-opted Trustee shall serve until the next AGM after their co-option.
- 8.3.3 A Co-opted Trustee can be re-co-opted by The Board immediately after such next AGM.
- 8.3.4 A Co-opted Trustee can be removed from office at any time by a simple majority of The Board.
- 8.3.5 For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which they attend.
- 8.3.6 A Co-opted Trustee need not be a Member of The Association.

8.4 **Elected Trustee Vacancies**

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 Elected Trustee, from or after the date of such retiral or deemed retiral 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 Trustees is open to all Members of The Association.
- 8.5.3 The Register of Trustees is open to non-members of The Association, 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 must cease to be a Trustee if, in 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 hold any office of profit at The Association or are employed by The Association (except where the provisions of Article 10.4 shall apply); or
- 8.6.5 become incapable for medical reasons of fulfilling the duties of their office and such incapacity, as certified if necessary by a medical practitioner, is expected to continue for a period of more than six months from the date or later date of such certification; or
- 8.6.6 are absent (without permission) from more than three consecutive meetings of The Board, and The Board resolves to remove them from office; or
- 8.6.7 being a Co-opted Trustee, are removed from office by the Trustees in accordance with Article 8.3; or
- 8.6.8 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 Association; 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
- 8.6.9 resign as a Trustee by notice in writing to The Association; or
- 8.6.10 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 a way as is considered, in good faith, most likely to be in the interests of The Association, 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 Association;
 - b) to seek, in good faith, to ensure that The Association 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 Association and any party responsible for the appointment of that Trustee:
 - i. to put the interests of The Association 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 Association 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 Association 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 Association;
 - 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 Association, 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 Association or its business and in order to act always in the interest of The Association.
- 8.7.7 The Trustees are required to obtain specialist advice from suitably qualified professional advisors where this is appropriate.

9 **CHAIR AND VICE-CHAIR**

The Board shall meet as soon as practicable immediately after each AGM to appoint a Chair of The Association from The Board (who may be a Co-opted Trustee).

10 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

- 10.1 The income and Property of The Association shall be applied solely towards promoting the Charitable Purposes.
- 10.2 No part of the income or Property of The Association shall be paid or transferred (directly or indirectly) to the Members or Trustees of The Association, whether by way of dividend, bonus or otherwise, except where such Members or Trustees are in receipt of income or Property of The Association as a beneficiary of The Association in terms of the Charitable Purposes.
- 10.3 No Trustee shall be appointed as a paid employee of The Association.
- 10.4 Subject to section 67 of the Charities Act, no benefit (whether in money or in kind) shall be given by The Association to any Member or Trustee except the possibility of:
 - 10.4.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by The Board); or
 - 10.4.2 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
 - 10.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to The Association by any Member or Trustee; or
 - 10.4.4 payment of rent at a rate not exceeding the open market rent for Property let to The Association by any Member or Trustee; or
 - 10.4.5 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
 - 10.4.6 payment to one or more Trustees by way of any indemnity where appropriate.

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 Association must declare that interest either generally to The Board or specifically at any relevant meeting of The Association. 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.
- 11.3 Whenever a Trustee finds that there is a personal interest, as defined in Article 11.2, 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 form 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 Association 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.

12 BOARD MEETINGS

12.1 Quorum

12.1.1 The quorum for Board meetings shall be not less than 33% of all the Trustees which must include at least one Elected Trustee. 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, 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 shall be entitled to preside as the person chairing all Board meetings at which they shall be present. If at any meeting the Chair is not 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 Elected Trustees to be the person chairing The Board meeting, which failing the meeting shall be adjourned until a time when the 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 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, if applicable, of such sub-committee duly convened and constituted.
- 12.4.6 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 on the same day.
- 12.4.7 Where such a written resolution is proposed it must include the following express statements:
- a) an explanation to the eligible Trustees as to how to signify their agreement to the resolution; and
 - 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).
- 12.4.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Trustees or, if applicable, sub-committee members.
- 12.4.9 A Trustee or sub-committee member signifies their agreement to a proposed written resolution when The Association receives from them a signed document identifying the resolution to which it relates and indicating their agreement to the resolution or the Trustee or sub-committee member indicates their agreement to the resolution by communicating this to the Association in electronic form in a manner specified by the Association.

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. The minutes shall include the names of those present, without distinction between those who attended in person and those who attended electronically, and all business transacted at the meeting. 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. Minutes should not be circulated outwith the relevant meeting's attendees until the minutes have been approved by the attendees as being accurate and complete. 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.

13 MINUTE SECRETARY AND TREASURER

13.1 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.

13.2 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.

14 HONORARY PATRON(S)

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, 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 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.

15.2 Payments and Receipts

All payments (including electronic payments, cheques and other negotiable instruments) and all financial and banking instructions, and all receipts for monies paid to The Association, shall be authorised, signed, 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 Association are applied towards achieving the Charitable Purposes.

15.4 The Board shall put in place and maintain an appropriate financial controls policy which complies with all requirements of the Charities Act and follows current guidance and recommendations published by the Office of the Scottish Charity Regulator (OSCR).

15.5 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.

15.6 The accounting records shall be maintained by the Treasurer (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.

15.7 The Board shall ensure that the accounts of The Association 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 Association 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.

15.8 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. 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 Association (with all Members, Trustees and the independent financial examiner (or auditor where required), being made aware that they are so available for inspection there).

16 NOTICES AND COMMUNICATIONS

16.1 A notice may be served by The Association 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 Notices and communications served on or sent to the Association should be sent to its registered office or to such postal address or general email address as shall be notified by the Association from time to time.

16.3 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.

16.4 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.

- 16.5 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 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.

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, the 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 they may respectively incur or sustain, in connection with or on behalf of The Association.

18 ALTERATION TO ARTICLES OF ASSOCIATION

Subject to the terms of Article 6.10, and any prior consent required 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 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 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 Association 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 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.
- 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 Association 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 Office of the Scottish Charity Regulator (OSCR) (or any successor thereto), whose decision shall be final and binding upon The Association.

20.4 If The Association is a 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.

Annexation

Schedule 1 Powers

Schedule 2 Instrument of Proxy

Schedule 1

Powers available to The Association

Further to Article 3.3, The Association 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. Specific

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

2. General

- 2.1. to encourage and develop a spirit of voluntary or other commitment by individuals, organisations, businesses and others willing to assist The Association to achieve the Charitable Purposes;
- 2.2. to provide advice, consultancy, training, tuition, expertise and assistance;
- 2.3. to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- 2.4. 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;

3. Property

- 3.1. 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 Association's property;
- 3.2. to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of The Association;
- 3.3. to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

4. Employment

- 4.1. 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 Association, 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;

5. Funding and Financial

- 5.1. to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of The Association;
- 5.2. to accept or decline subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- 5.3. 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;
- 5.4. to set aside funds not immediately required as a reserve or for specific purposes;
- 5.5. to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of The Association in such investments as may be considered appropriate and to dispose of, and vary, such investments;
- 5.6. to make grants or loans of money and to give guarantees;
- 5.7. 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 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 Association in nominee names, but subject always to the provisions of the Charities Act;

6. Development

- 6.1. to establish, manage and/or support any other Charity, and to make donations for any charitable purpose falling within the Charitable Purposes;
- 6.2. to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- 6.3. 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 Charity;
- 6.4. to enter into contracts to provide services to or on behalf of others;

7. Insurance and Protection

- 7.1. to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
- 7.2. to oppose, or object to, any application or proceedings which may prejudice the interests of The Association;

8. Ancillary

- 8.1. to pay the costs of forming The Association and its subsequent development;
- 8.2. to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
- 8.3. to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

Schedule 2

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):

Madderty Community Association
(“The Association”)

I,
of.....,
being an Ordinary Member of The Association 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
Association to be held on..... and at any adjournment thereof.

[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