

Company Number : SC 228026

The Companies Acts

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

Memorandum and Articles
of Association
of

Strathnairn Community Woodlands



The Companies Acts

Company Limited by Guarantee
and not having a share capital

Memorandum of Association of Strathnairn Community Woodlands

1. The name of the Company is **Strathnairn Community Woodlands** (hereinafter referred to as “the Company”).
2. The Company’s registered office is situated in Scotland.
3. The objects for which the Company is established are to conserve, regenerate and promote the restoration of predominantly native woodlands in the geographical area of Strathnairn as an important part of Scotland's native environment for the benefit of the public.
4. In furtherance of these objects, but not otherwise, the Company shall have the following powers:
 - 4.1 **To facilitate** initiatives which aim to extend Woodland by improving the cultural, educational and recreational aspects of Woodland.
 - 4.2 To develop afforestation and woodland regeneration projects and the long-term stewardship of projects **in the said area.**
 - 4.3 To introduce and develop interpretative sites and field centres.
 - 4.4 To foster and develop community participation in Woodland, their management and use.
 - 4.5 To improve the conservation value of the said area.
 - 4.6 To arrange and conduct research, preparation and organisation for and the promotion and implementation of training courses, exhibitions, lectures, seminars, conferences, other meetings and other activities conducive to the promotion of the objects of the Company and the preparation, production, editing, publication, exhibition and distribution of articles, pamphlets, books and other publications, any medium and other materials conducive to the promotion of the objects of the Company.
 - 4.7 To employ and organise the training of all such persons as may be required for the purposes of the Company to assist in achieving its objects.

and in addition, in furtherance of the foregoing objects but not otherwise, the Company shall have the following powers:-

- 4.8 To establish, subsidise, promote, co-operate or federate with or become affiliated to, act as trustees or agents for, or manage or lend money or provide other assistance to, or subscribe and make contributions to or otherwise support any association, trust, society or other body corporate or unincorporated and having primary objects wholly or partly

similar to those of the Company, or otherwise connected with the activities of the Company or with the furtherance of any of its objects.

- 4.9 To establish, operate and administer and/or otherwise acquire separate trading companies or associations, whether charitable or not.
- 4.10 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company.
- 4.11 To construct, convert, alter, demolish, improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company.
- 4.12 To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company, wheresoever situated.
- 4.13 To manage and operate or arrange for the professional management and operation of properties, lands and estates whether owned by the Company or not and the entering into and carrying out of agreements in relation thereto with statutory and other bodies, individuals, unincorporated associations, firms, corporate bodies and others and any groups thereof in furtherance of the objects of the Company.
- 4.14 To manufacture, retail, sell, hire and supply equipment, items and goods generally conducive to the objects of the Company.
- 4.15 To borrow money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person.
- 4.16 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 4.17 To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds in furtherance of the objects of the Company.
- 4.18 To employ and train personnel in all aspects of the Company's objects and to remunerate any individual in the employment of the Company and to establish, maintain and contribute to, or co-operate with others in establishing, maintaining and contributing to, any pension or superannuation fund or scheme for the benefit of, and to give or procure the giving of any donation, pension allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Company and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- 4.19 To promote any private Act of Parliament, Provisional Order and other authority to enable the Company to carry out its objectives, alter its constitution, and achieve any other purpose which may promote the Company's interests, and to oppose or object to any Parliamentary Bill, Local Authority Notice or Order, or any planning proposal, designation, application, notice or order, whether issued by or on behalf of or by the authority of Parliament, any Government or statutory agency or any organisation, whether incorporated or unincorporated, any association, other bodies, individuals or generally any application or proceedings which may prejudice the Company's interests.
- 4.20 To enter into any arrangement with any organisation, government, authority or other body which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government, authority or other body any charter, right, privilege or concession.
- 4.21 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated.

- 4.22 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.
- 4.23 To effect insurance against risks of all kinds.
- 4.24 To invest monies of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities.
- 4.25 To subscribe for, take, purchase or otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any company, association or other body with which the Company is authorised to amalgamate.
- 4.26 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company.
- 4.27 To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise.
- 4.28 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- 4.29 To do anything which will further the attainment of any of the objects of the Company.

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated in the world.

- 5. 5.1 Subject to clause 5.2,
 - (a) the income and property of the Company shall be applied solely towards the promotion of its objects as set out in clause 3 of this Memorandum of Association;
 - (b) no part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the members of the Company;
 - (c) no member of the Board of Trustees of the Company shall be appointed to any office under the Company in respect of which a salary or fee is payable; and
 - (d) no benefit in money or money's worth shall be given by the Company to any member of the Board of Trustees for their services as a Trustee, except repayment of out-of-pocket expenses.
- 5.2 The Company shall, notwithstanding the provisions of clause 5.1, be entitled
 - (a) to pay reasonable and proper remuneration to any member of the Company or of its Board of Trustees in return for services actually rendered to the Company (other than those carried out normally or habitually by any Trustee, officer or employee of the Company) and to reimburse any out-of-pocket expenses incurred by any such person on behalf of the Company in furtherance of its objects;
 - (b) to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any member of the Company or its Board of Trustees;

- (c) to pay rent at a rate not exceeding the open market rent for premises let to the Company by any member of the Company or its Board of Trustees; and
 - (d) to purchase assets from any member of the Company or its Board of Trustees providing such purchase is at or below market value and to sell assets to any member of the Company or its Board of Trustees providing such sale is at or above market value.
6. The liability of members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up.
8. 8.1 The winding-up of the Company may take place only on the decision of not less than three-fourths of the members of the Company to be taken only at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose.
- 8.2 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall be given or transferred to some charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does clause 5 of this Memorandum of Association.
- 8.3 The body or bodies to which property is transferred under clause 8.2, who may include one or more of the members of the Company provided that they themselves are charities, shall be determined on the decision of not less than three-fourths of the members of the Company at or before the time of dissolution or, failing such determination, by a decision of not less than three-fourths of the the Board of Trustees.
- 8.4 To the extent that effect cannot be given to the provisions of clauses 8.2 and 8.3, the relevant property shall be applied to some other charitable object or objects as shall be determined by ordinary resolution of the members of the Company at or before the time of dissolution or, failing such determination, by the Board of Trustees or, failing such determination by them, by **the Secretary of State for Scotland**.

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

Names and Addresses of Subscribers

Dated the day of

Witness to the above signatures:

The Companies Acts
Company Limited by Guarantee
and not having share capital
Articles of Association
of
Strathnairn Community Woodlands

GENERAL

1. The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985 shall not apply to the Company. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS	MEANINGS
The Act	- The Companies Act 1985 as amended and every statutory modification and re-enactment thereof for the time being in force.
These Articles	- These Articles of Association, and the regulations of the Company from time to time in force.
The Company	- Strathnairn Community Woodlands
The Board of Trustees	- The Board of Directors for the time being of the Company.
Trustee(s)	- Director(s) for the time being of the Company.
The Office	- The Registered Office of the Company.
Members	- The Members of the Company.
The Subscribers	- Those persons and/or bodies who have subscribed both these Memorandum and Articles of Association of the Company.
The United Kingdom	- Great Britain and Northern Ireland.
Month	- Calendar month.
In writing	- Written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory form.

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.

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

Words importing the masculine gender only shall include the feminine gender.

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

2. The Company is established for the purposes expressed in the Memorandum of Association.

MEMBERS

3. The number of members of the Company shall not be less than **twenty**.
4. The members of the Company shall consist of the Subscribers (being those Ordinary Members who sign the original Memorandum and Articles Of Association) and such other persons and organisations as are admitted to membership in terms of these Articles.
5. Any person whom the Board of Trustees shall admit to membership of the Company shall be a Member. In determining who shall be admitted to membership of the Company, they shall not discriminate in any way between applicants by reason of race, colour, creed or sex.

Membership of the Company is open to:

5.1 Ordinary Members: those individuals aged 16 and over who:

- a) are ordinarily resident in the Community of Strathnairn as defined by the community council boundaries; and
 - b) who support the Purposes;
- declaring that, if an Ordinary Member ceases to comply with these criteria, he or she will be re-classified as an Associate Member.

5.2 Associate Members: those individuals who are not ordinarily resident in the Community of Strathnairn (as defined by the community council boundaries) and those organisations wherever located that support the Purposes. Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.

5.3 Junior Members: those individuals who are aged between 12 and 15 who support the Purposes. Junior Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.

5.4 The majority of the Members of the Company shall consist of Ordinary Members and in the event that the number of members falls below 20, or that the majority of the Company does not consist of Ordinary Members, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary Members to achieve the minimum number and / or maintain the majority.

5.5 The Board shall promptly consider applications for membership, made in such written form as it shall prescribe from time to time, determining if the terms of Section 5.1, 5.2 and 5.3 of Article 5 apply and into which category of membership each applicant shall belong, and immediately thereafter shall approve any valid application provided the applicant is not excluded by virtue of Section 5.4 or has previously been a member of the Company and excluded from membership by virtue of Article 9.

6. The members at each Annual General Meeting shall fix the subscription due. Only those members who have paid their current subscriptions are entitled to take part in and vote at any General Meeting.

7. Any member may resign from the Company by giving not less than one month's notice in writing to the Secretary at any time and paying with such notice any unpaid subscription which may be due to the date of such resignation, annual subscriptions being calculated on a proportionate daily basis for this purpose.
8. Any member may be removed from the Company by a resolution of the Board of Trustees passed by a majority of at least three-fourths of the Trustees present and voting at a meeting of the Trustees of which not less than fourteen days' previous notice specifying the intention to propose such resolution shall have been sent to the member whose removal is in question and to all the Trustees. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the member whose removal is in question at least seven days prior to the meeting and the member in question shall be entitled to be heard by the Trustees at their meeting. On a member being removed under this Article all privileges of membership will be forfeited.
9. Any member may be removed from the Company by summary notice in writing given by the Board of Trustees if:
 - (i) the annual subscription of such member or any part thereof shall remain due and payable but unpaid to the Company for a period of not less than six months or such other period as the Board of Trustees shall from time to time determine; or
 - (ii) notice of any resolution to wind up the member is presented or if any member shall be declared insolvent or apparently insolvent or sign a Trust Deed for behoof of creditors or if a receiver or liquidator of any member's undertaking, property or assets or any part thereof be appointed.
10. The Company shall keep a proper Register of its members, containing their names and addresses.
11. The rights and privileges of a member shall be personal and shall not be transferable for whatever reason. A Member which is a corporation, association, or other body may appoint one or more persons as it thinks fit as its representatives, only one may act for and represent such Member at any meeting of the Company.

GENERAL MEETINGS

12. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board of Trustees and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation nor in the following year.
13. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
14. The Board of Trustees may whenever they think fit convene an Extraordinary General Meeting, and must convene one within twenty-eight days of receipt at the Office of a valid requisition. To be valid, such requisition must be signed by not less than **whichever is the greater of five members or twenty-five per cent of the membership** of the Company, 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. If any of the objects stated by the requisitionists requires to be determined by Special Resolution, the Board of Trustees must give not less than twenty-one clear days' notice of the meeting in writing.
15. Twenty-one clear days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen clear days' notice in writing at the least of every other General Meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to the members and to such persons or bodies as are under these Articles or under the Act entitled to receive such notices from the Company; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed

by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

16. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any members, persons or bodies entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any meeting.

PROCEEDINGS AT GENERAL MEETINGS

17. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, the reports of the Board of Trustees and of the Auditors, the fixing of the annual subscription, the election of members of the Board of Trustees in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
18. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, **five** members entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member, shall be a quorum.
19. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other day, time or place as the Board of Trustees may determine.
20. The Chairman of the Company shall preside as Chairman of all meetings, but in his or her absence members of the Company present shall choose one member of the Company (or an authorised representative thereof) who shall be present to preside as Chairman of the meeting in question.
21. The Chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as for an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

VOTES OF MEMBERS

22. Each member of the Company shall have one vote.
23. 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.
24. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands. Ordinary business and ordinary resolutions shall be determined by simple majority, whilst Special Resolutions shall be determined by a majority of not less than three-fourths of the members attending and voting in person or by proxy at the meeting to which the resolution is put
25. In the case of an equality of votes, the chairperson of the meeting shall be entitled to a casting vote in addition to a deliberative vote.
26. Subject to the provisions of the Act, a resolution in writing signed by or on behalf of all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution may consist of several documents in the same form, each

signed by one or more members. This Article shall not apply in respect of any decision required in terms of Clause 8 of the Memorandum of Association of the Company and Article 69 hereof.

27. A member shall not be entitled to appoint more than one proxy to attend on the same occasion. A proxy need not be a member. A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed him to speak at the meeting and to vote thereat.
28. The instrument appointing a proxy shall be in writing under the hand of the appointing member or his attorney duly authorised in writing, or if such appointing member is a corporation under its common seal, if any, or under the hand of some officer duly authorised in that behalf.
29. The instrument 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 deposited at the 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 instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. 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 Office.
30. A vote given in accordance with the terms of an instrument 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 Office before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld).
31. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

I,.....,
of.....,
a member of **Strathnairn Community Woodlands** hereby
appoint.....
.....,
of.....,
(and failing him,.....),
of.....),
as my proxy to vote for me on my behalf at the
(Annual/Extraordinary) General 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.

[* To be used only if applicable. ** Strike out whichever is not desired.]

Signed onday of [insert signature here]

BOARD OF TRUSTEES

32. The affairs of the Company shall be managed by a Board of Trustees comprising a Chairman and members of the Company appointed in manner hereinafter provided.
33. Unless otherwise determined by ordinary resolution at a General Meeting, the number of members of the Board of Trustees shall not be less than **three** nor more than **twelve**.
34. (a) **The initial Board of Trustees, to serve from incorporation of the Company until the first General Meeting of the Company, shall be the Subscribers.**

(b) At the first General Meeting, to be held as soon as practicable after incorporation, the initial Board of Trustees shall all retire, but shall all be eligible for re-election.. At the first General Meeting the members shall appoint or elect the new Trustees in accordance with paragraphs (d), (e), (f) and (g) of this Article.

(c) At each Annual General Meeting thereafter, one-quarter of the Trustees (or the nearest number downwards) shall retire from office. A Trustee retiring 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 two consecutive terms of office, without at least one year out of office before being eligible again. Of the Trustees, the ones to retire at each Annual General Meeting shall be those who have been longest in office since their last election or appointment but, as between persons who became or were last re-elected Trustees on the same day, the ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

(d) Nomination of any Trustee shall be by not less than any two Members of the Company. Election of any Trustee shall be by vote of the Members who may be present in person or by proxy at the Annual General Meeting. Each Member shall have one vote for each vacancy on the Board.

(e) A candidate for Trustee, who must be an individual person, need not be a Member of the Company, but, on being elected as a Trustee, must immediately become a Member of the Company if not already one.

(f) In the case of all nominations, these must be in writing and delivered to the Registered Office of the Company not less than fourteen days before the Annual or Extraordinary General Meeting at which the election of such Trustee shall take place, which nomination must contain the written acceptance of such nominee. Valid nominations will be available for inspection by members on application to the Secretary.

(g) Candidates shall be elected to the vacancy or vacancies on the Board in order of the number of votes cast and, in the event of any equality, the Chairman of the meeting shall have a second or casting vote.

36. The Board of Trustees may from time to time co-opt additional Trustees to serve on the Board, provided that the maximum number specified in Article 33 be not exceeded thereby, to serve until the next Annual General Meeting of the Company. Such co-opted Trustee can be re-co-opted at such next Annual General Meeting. Such co-opted Trustee can be removed from office at any time by a simple majority of the Board of Trustees. Such co-opted Trustee or Trustees must be or immediately become Members of the Company and may participate fully in and vote at all Board meetings which he, she or they attend.

37. The office of Trustee shall *ipso facto* be vacated:

- (a) if he or she without the consent of the Company in General Meeting holds any office of profit under the Company; or
- (b) if he or she becomes a bankrupt person, or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
- (c) if he or she becomes prohibited from being a Trustee by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
- (d) if he or she becomes of unsound mind as certified by two medical practitioners; or
- (e) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified 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
- (f) if he or she absents himself from the meetings of the Board of Trustees during a period of twelve months without special leave of absence from the Board of Trustees and the Board of Trustees resolves that he or she vacate office; or

- (g) if by notice in writing to the Company he or she resigns his or her office; or
 - (h) if he or she is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in manner required by section 317 of the Act and the Board of Trustees resolves that he or she vacate office; or
 - (i) ceases to be ordinarily resident in the United Kingdom.
38. A Trustee shall not vote in respect of any contract in which he or she has an interest or any matter arising therefrom and if he or she does so vote his or her vote shall not be counted.
39. The members of the Company may by Special Resolution remove any Trustee before the expiration of his or her period of office. The vacancy created thereby may be filled as a casual vacancy by the Members by ordinary resolution. A person so appointed to take the place of a Trustee so removed is treated, for the purpose of determining the time at which he, she or any other Trustee is to retire, as if he or she had become a Trustee on the day on which the person in whose place he or she is appointed was last appointed a Trustee.

POWERS OF THE BOARD OF TRUSTEES

40. The business of the Company shall be managed by the Board of Trustees who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the Act and to such regulations (being not inconsistent with the said regulations and/or provisions) as may be made by the Company in General Meeting provided that no such regulation or provision made by the Company in General Meeting shall invalidate any prior act of the Board of Trustees which would have been valid if such regulation had not been made.
41. The Trustees for the time being may act notwithstanding any vacancy in their body.
42. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Trustees shall from time to time by resolution determine. The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board of Trustees shall from time to time by resolution determine.

CHAIRMAN

43. The Board of Trustees shall from time to time elect a Chairman of the Company who shall, unless the Board of Trustees at any time resolves otherwise, hold office for a period of three years, provided that he or she remains a Trustee for that whole period. At the end of his period of office, the Chairman shall be eligible for re-election.

SECRETARY

44. The Secretary shall be appointed by resolution of the Board of Trustees for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Company may from time to time by resolution appoint an assistant or deputy Secretary, and any person or body so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting. If there be no assistant or deputy Secretary at the time when there is no Secretary or no Secretary capable of acting, the Board of Trustees may authorise one of their own number or any other person or body to act temporarily as Secretary until a new Secretary be appointed in terms hereof. The Board of Trustees may from time to time appoint a Minute Secretary or Secretaries for the purposes of Article 52 hereof.

THE SEAL

45. The Board of Trustees shall provide for the safe custody of the Common Seal of the Company, if there be one, which shall only be used by the authority of the Board of Trustees or of an authorised sub-committee established by the Board of Trustees and every instrument to which the Seal shall be affixed shall be signed by two members of the Board of Trustees at the least and shall be countersigned by the Secretary or an Assistant Secretary appointed as aforesaid.

PROCEEDINGS OF THE BOARD OF TRUSTEES

46. The Board of Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, **three** shall be a quorum. A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote. Questions arising at any meeting shall be decided by a majority of votes of the members of the Trustees present. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
47. The following matters may be decided only by the decision of three-fourths of the Trustees present at any Board meeting, namely:
- (a) the formation, acquisition or disposal of any subsidiary;
 - (b) the acquisition or disposal by the Company or by any of its subsidiaries of any shares of any other company or the participation or cessation of participation by the Company or by any of its subsidiaries in any partnership or joint venture;
 - (c) the creation or issue or allowing to come into being of any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Company or the obtaining of any advance or credit in any form other than normal trade credit, or the creation or issue by any subsidiary of any debenture or loan stock;
 - (d) any dealings with heritable property or any interest therein generally and, without prejudice to the foregoing generality, the sale of or the granting of a lease over any heritable property owned by or leased to the Company or any of its subsidiaries and the purchase of or taking the tenant's part in any lease or sub-lease of heritable property wherever situated.
48. A Trustee may, and on the request of a Trustee the Secretary shall, at any time, summon a meeting of the Board of Trustees by notice served upon all Trustees, to take place at a reasonably convenient time, date and location within the United Kingdom. A Trustee who is absent from the United Kingdom shall not be entitled to notice of a meeting. Not less than fourteen clear days' notice in writing shall be given of any meeting of the Board of Trustees at which a decision in relation to any of the matters referred to in Article 47 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
49. The Chairman shall be entitled to preside at all meetings of the Board of Trustees at which he or she shall be present, but if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the Trustees present may choose one of their number to be Chairman of the meeting.
50. The Board of Trustees may delegate any of their powers (other than those listed in Article 47 hereof) to sub-committees consisting of such member or members of the Board of Trustees and other persons (who must be members of the Company) as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board of Trustees. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Board of Trustees.

51. All acts *bona fide* done by any meeting of the Company or of any committee of the Board of Trustees, 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.
52. The Board of Trustees shall cause proper minutes to be made of all appointments of officers made by the Board of Trustees and of the proceedings of all meetings of the Company and of the Board of Trustees and of committees of the Board of Trustees, 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 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.
53. A resolution in writing (whether one single document signed by all Trustees or all the members of any sub-committee of the Board of Trustees who are entitled to receive notice of a meeting of the Board of Trustees or of such sub-committee or whether several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate so that all have signed together or separately) shall be as valid and effectual as if it had been passed at a meeting of the Board of Trustees or of such sub-committee duly convened and constituted.
54. No alteration of the Memorandum or Articles of Association of the Company and no direction given by Special Resolution shall invalidate any prior act of the Board of Trustees which would have been valid if that alteration had not been made or that direction had not been given.
55. The Board of Trustees may invite or allow any person to attend and speak, but not to vote, at any meeting or meetings of the Board of Trustees or of their sub-committees.

ACCOUNTS

56. The Board of Trustees shall cause accounting records to be kept in accordance with the requirements of the Act.
57. The accounting records shall be kept at the Office, or, subject to the provisions of the Act, at such other place or places as the Board of Trustees shall think fit, and shall always be open to the inspection of the officers of the Company.
58. The Board of Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of the members not being officers of the Company, and no member (not being an officer) shall have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Board of Trustees or by the Company in General Meeting.
59. At each Annual General Meeting in every year the Board of Trustees shall in accordance with the provisions of the Act lay before the Company an income and expenditure account for the period since the last preceding accounting reference date or (in the case of the first account) since the incorporation of the Company together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board of Trustees and the Auditors / Independent Examiner, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting at which they are to be laid be delivered or sent by post to the Auditors / Independent Examiner and to all Members and all other persons and bodies entitled to receive notices of General Meetings in accordance with section 238 of the Act in the manner in which notices are hereinafter directed to be served. The Auditor's / Independent Examiner's report shall be laid before the meeting as required by section 241(1) of the Act.

AUDIT

60. In accordance with the provisions of the Act once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors, or Independent Examiner.
61. Auditors or Independent Examiners shall be appointed and their duties regulated in accordance with the provisions of the Act.

PATRONS

62. The members in General Meeting may, on a proposal from the Board of Trustees, agree to the appointment of one or more Honorary Patrons of the Company, who would be appointed either for such fixed period as the 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.

NOTICES

63. A notice may be served by the Company upon any member, either personally or by sending it through the post in a pre-paid letter, addressed to such member at his registered address as appearing in the register of members.
64. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.
65. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a first class letter.
66. A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

INDEMNITY

67. Subject to the provisions of Section 310 of the Act the members of the Board of Trustees, or of any sub-committee, the Secretary and all other officers or servants for the time being of the Company shall be indemnified out of the funds of the Company against all loss, costs and charges which they may respectively incur or be put to on account of any contract, deed, act, matter, or thing done, entered into, executed, or permitted by them respectively, on behalf of the Company 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 own acts, receipts, neglects or defaults only. Subject as aforesaid, no member of the Board of Trustees or of any committee or sub-committee, the Secretary, Treasurer or any officer or servant, his heirs, executors or administrators shall be liable for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company or for the insufficiency or deficiency of any obligation of security in or upon which any of the funds of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any monies, securities or effects shall be deposited, or for any loss, damage or misfortune whatsoever which shall happen

in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own fraud, wilful neglect, default, breach of duty or breach of trust.

ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION

68. No alteration in these Memorandum and Articles of Association may at any time be made unless by the decision of three-fourths of the members of the Company to be taken only at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose.

DISSOLUTION

69. Clause 8 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

