**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**of**

**The Inclusion Group (Dundee)**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

|  |  |
| --- | --- |
| **Name of each subscriber** | **Signature of each subscriber** |
| **Laura Bannerman**  **Yvonne Ryce**  **Elizabeth Soutar**  **Stephen Swann**  **Joanna Wright**  **Alison Carr**  **Stella Meacham** |  |

**Dated:**

**ARTICLES OF ASSOCIATION**

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| **CONTENTS** | | |
| **GENERAL** | constitution of the company, defined terms | articles 1-3 |
| **OBJECTS, ACTIVITIES AND POWERS** | objects, powers, restrictions on use of assets, limit on liability, general structure | articles 4-10 |
| **GENERAL STRUCTURE** | company structure |  |
| **MEMBERS** | qualifications, application, subscription, register, withdrawal, termination, transfer | articles 11-22 |
| **GENERAL MEETINGS**  **(meetings of members)** | general, notice, special/ordinary, procedure, resolutions, | articles 23-48 |
| **DIRECTORS** | maximum number, eligibility, election/retiral/re-election, termination of office, register, office bearers, powers, personal interests | articles 49-69 |
| **DIRECTORS’**  **MEETINGS** | procedure, conduct of directors | articles 70-82 |
| **ADMINISTRATION** | committees, operation of bank accounts, secretary, minutes, accounting records and annual accounts, notices | articles 83-94 |
| **MISCELLANEOUS** | winding up, indemnity, of members, insurance | articles 95-99 |

**GENERAL**

**Constitution of company**

1. The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of this company.

**Interpretation**

1. In these articles
2. **“Act”** means the Companies Act 2006;

any reference in these articles to a provision of the Act shall be taken to include any statutory modification or re-enactment of that provision which is in force at the time;

1. **“Articles”** means these Articles and any reference to **“Article”** shall be a reference to a specific article therein;
2. **“Board”** means the Board of Directors for the time being of the Company;
3. **“electronic communication”** has the same meaning as is assigned to that expression in the Electronic Communications Act 2000;
4. **“Memorandum of Association”** means the Memorandum of Association of the Company;
5. **“person”** means an individual, organisation or body including any authorised representative of any organisation or body;
6. **“charity”** means a body which is either a “Scottish charity” within the meaning of section13 of the Charities and Trustee Investment (Scotland) Act 2005 or a “charity” within the meaning of section1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;
7. **“charitable purpose”** means a charitable purpose under section 7 of the Charities and Trustees Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;
8. **“electronic form”** has the meaning given in section 1168 of the Act;
9. **“OSCR”** means the Office of the Scottish Charity Regulator;
10. **“property”** means any property, heritable or moveable, real of personal, wherever situated; and
11. **“subsidiary”** has the meaning given in section1159 of the Act.
12. 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.

**OBJECTS AND ACTIVITIES**

**Objects of the Company**

1. The Company Objects are:

The objectives of the Company shall be advancement of human rights and health and to provide relief to those in need by reason of age, ill health, disability, or other disadvantage and the carers who support them, by promoting and securing improvement in the quality, choice and access to enabling activities, community support and care for those living in or around the environs of Dundee.

**Activities of the Company**

1. In furtherance of its objects but not otherwise the Company shall seek to:
2. enable children, young people and adults with a learning disabilities and/or additional support needs to access and enjoy the fullest range of experience available in the community;
3. provide enabling services including supporting in the home, to children, young people and adults with a learning disability and/or additional support needs to help them access their chosen activities;
4. provide opportunity for people to make a positive contribution to those with a learning disability and/or additional needs through volunteers;
5. obtain funding or enter into contracts to all the Company to run and improve the lives of children, young people and adults with a learning disability and/or additional support needs;
6. provide up to date information and advice to children, young people and adults so that they can make choices in relation to inclusions; and
7. raise awareness of barriers to the inclusion of children, young people and adults with a learning disability and/or additional support needs.

herein after referred to as the Activities of the Company.

1. The Company’s Objects are restricted to those set in Article 4 (but subject to Article 7)
2. The Company may (subject to first obtaining the consent of OSCR) add to, remove or alter the statement of the Company’s Objects in Article 4; on any occasion when it does so, it must give notice to the Registrar of Companies and the amendment will not be effective until that notice is registered on the Register of Companies.

**Powers**

1. The Company, in carrying out the above Objects and Activities, shall have and may exercise all or any of the following powers:-
2. To carry on any other activities which further any of the above objects
3. To promote activities which may further one or more of the above objects, or may generate income to support the activities of the Company, acquire and hold shares in such companies and carry out, in relation to any such company which is a subsidiary of the Company, all such functions as may be associated with a holding company.
4. To acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for the Company’s Activities.
5. To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Company’s Activities.
6. To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Company.
7. To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Company.
8. To lend money and give credit (with or without security) and to grant guarantees and issue indemnities.
9. To borrow money, and to give security in support of any such borrowings by the company, in support of any guarantee issued by the Company.
10. To employ such staff as are considered appropriate for the proper conduct of the Companies Activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependents.
11. To engage such consultants and advisers as are considered appropriate from time to time.
12. To effect insurance of all kinds (which may include officers’ liability insurance).
13. To invest any funds which are not immediately required for the Company’s activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments)
14. To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Company’s Objects
15. To establish and/or support any other charity, and to make donations for any charitable purpose falling within the Company’s Objects.
16. To take such steps as may be deemed appropriate for the purpose of raising funds for the Company’s Activities.
17. To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
18. To oppose, or object to, any application or proceedings which may prejudice the Company’s interests.
19. To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the Activities of the Company, and to enter into any arrangement for co-operation or mutual assistance with any charity.
20. To do anything which may be incidental or conducive to the furtherance of any of the Company’s Objects.

**Restrictions on the use of the Company’s Assets**

**9**

1. The income and property of the Company shall be applied solely towards promoting the Company’s Objects as set out in Article 4 above.
2. No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, whether by way of dividend, bonus or otherwise.
3. With the exception of the staff appointed representative no Director of the Company shall be appointed as a paid employee of the Company, no Director shall hold any office under the Company for which a salary or fee is payable.
4. No benefit (whether in money or in kind) shall be given by the Company to any Director except (i) repayment of out-of-pocket expenses or (ii) reasonable payment in return for particular services (not being of a management nature) actually rendered to the Company or (iii) Director/Trustee indemnity insurance or (iv) payments or benefits permitted in terms of the Charities and Trustee Investment (Scotland) Act 2005.

**GENERAL STRUCTURE**

1. The structure of the Company consists of:-
2. The MEMBERS – who have the right to attend the annual general meeting (and any other general meeting) and have important powers under the Articles of Association and the Act; in particular, the members elect people to serve as Directors and take decisions in relation to the changes to the Articles themselves
3. The DIRECTORS – who hold regular meetings during the period between annual general meetings, and generally control and supervise the Activities of the Company; in particular, the Directors are responsible for monitoring the financial position of the Company.

**MEMBERS**

**Qualification for Membership**

1. The members of the Company shall consist of the subscribers to the Memorandum of Association and such persons as are admitted to membership under Articles 14 to 15.
2. Membership shall be open to:
3. Any individual over sixteen years of age who supports the Objects of the Company;
4. Any organisation whether incorporated or not which in the opinion of the Directors supports the Objects of the Company. Where any group or organisation wishes to apply for membership of the Company the governing body of the organisation concerned may nominate not more than two members of the organisation to become members of the Company after having complied with the procedure for application for membership.
5. With the exception of the elected staff representative, employees of the Company shall not be eligible for membership; a person who becomes an employee of the Company after admission to membership shall automatically cease to be a member.

**Application for Membership**

1. An individual or organisation applying for membership must lodge with the

Company, a written application for membership, in such form as the Directors require, signed by the applicant or any official authorised by the applicant.

1. The Directors shall consider membership applications and shall be entitled, at the first Directors’ meeting which is held after receipt of the application at their discretion, to refuse to admit an applicant to membership. If the decision of Directors is to admit, Directors shall, within a reasonable time after the meeting, notify the applicant of their decision on the application. If the decision of the Directors is to admit the individual or body to membership an appropriate entry will be made in the register of members immediately following the Directors meeting at which that decision was made and the applicant will then become a member.

**Membership Subscription**

1. No membership subscription shall be payable

**Register of Members**

1. The Directors shall maintain a register of members, setting out the full name and address of each member, date on which they were admitted to membership, and the date on which any person ceased to be a member.

**Withdrawal from Membership**

1. Any person who wishes to withdraw from membership shall sign, and lodge with the Company, a written notice to that effect; on receipt of the notice to the Company, they shall cease to be a member.

**Termination of Membership**

1. The Directors shall have the right for good and sufficient reason to terminate the membership of any individual member or organisation provided that the individual member concerned or an individual representing such organisation (as the case may be) shall have the right to be heard by the directors before a final decision is made.
2. Membership shall cease on death

**Transfer**

1. A member may not transfer their membership to any other person.

**GENERAL MEETINGS**

**Meetings of Members**

1. The Directors shall convene an annual general meeting in each year, but not more than 15 months shall elapse between one annual general meeting and the next.
2. The business of each annual general meeting shall include:-
3. a report by the Chair on the activities of the Company
4. consideration of the annual accounts of the Company; and
5. the appointment and reappointment of Directors, as referred to in Articles 40.
6. The Directors may convene an extraordinary meeting at any time.
7. The Directors must convene a general meeting if there is a valid requisition by 10% of the members.

**Notice of General Meetings**

1. At least 14 clear days’ notice must be given of a general meeting.
2. The reference to “clear days” in this article shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice being sent by electronic means, the day after it was sent) and also the day of the meeting should be excluded.
3. Notice calling a meeting shall specify the time and place of the meeting; it shall (i) indicate the general nature of the business to be dealt with at the meeting and (ii) if a special resolution (see Article 35) (or a resolution requiring a special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution,
4. A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called an extraordinary general meeting.
5. Notice of every general meeting shall be given in writing or (where the individual to whom notice is given has notified the company of an address to be used for the purpose of electronic communication) by way of electronic communication to all the members and Directors and (if there are auditors in office at the time) to the auditors.
6. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

**Procedure at General Meetings**

1. No business shall be dealt with at any general meeting unless a quorum is present

and where:-

1. The quorum for a general meeting shall be five individuals entitled to vote (each being a member or a proxy for a member), with one of those present being the parent or carer of an adult child or young person;
2. If a quorum is not present within 30 minutes after the time at which a general meeting was due to commence – or if, during a meeting, a quorum ceases to be present – the meeting shall stand adjourned to such time and place as the Directors may determine
3. Members unable to be present, or to be represented in person by a proxy, may by prior instruction appoint the Chairperson, or such other Director of the Company as they may determine, to act as their proxy and to cast a vote on their behalf as specified in writing in a form approved by the Directors and received at the office of the Company not less than 48 hours before the time for holding of the general meeting to which the instruction relates.
4. The Chair of the Company shall (if present and willing to act as Chairperson) preside as Chairperson of each general meeting;
5. if the Chair is not present and willing to act as Chairperson within 15 minutes after the time at which the meeting was due to commence, the Directors present at the meeting shall elect from among themselves the person who will act as Chair person at that meeting; and
6. may, with the consent of the meeting, adjourn the meeting to such time and place as the Directors may determine.
7. Every member shall have one vote, which (whether in a show of hands or on a secret ballot) must be given personally or by proxy. A member who is not an individual shall vote through their duly authorised representatives.
8. A resolution may be decided by postal ballot if so decided by the Board.
9. If there is an equal number of votes for and against any resolution, the resolution shall not be passed.
10. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the Chairperson prior to the vote being taken (or by at least two members present in person at the meeting).
11. If a secret ballot is demanded it shall be taken at the meeting and shall be conducted in such a manner as the Chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

**Special Resolutions and Ordinary Resolutions**

1. For the purposes of these articles, a “special resolution” means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with Article 26; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared to the total of number of votes cast in relation to the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
2. In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the company, by special resolution,
3. to alter its name;
4. to alter its Objects or Activities
5. to alter any provision of these Articles of Association
6. For the purposes of these Articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with Article 26.

**DIRECTORS**

**Number of Directors**

1. The minimum number of Directors shall be 4 and there shall be a 9 maximum.

**Remuneration of Directors**

1. The Company may remunerate any Director in respect of work carried out by him/her for the Company, provided always that the Company complies with the conditions for remuneration set out in section67 of the Charities and Trustee Investment (Scotland) Act 2005.

**Appointment, Re-appointment**

1. Directors appointed by members shall be appointed/re-appointed as the case may be at the annual general meeting and, subject to re-appointment, may serve an unlimited number of consecutive terms. Directors shall be appointed for a term of 3 years.
2. With the exception of those powers which are specifically stated in this constitution to be exercisable by the members, the policy and the management of the affairs of the Company shall be directed by the Board which shall meet not less than 4 times a year.
3. In addition to the Directors so appointed, the Board may co-opt:
4. up to two further Directors who, after co-option, shall serve without voting rights until the conclusion of the next annual general meeting provided that the number of Directors so co-opted shall not exceed one third of the total Board at the time of co-option; and
5. any person appointed as Chairperson of a sub-committee appointed under Article 43, where that person is not already a Director.
6. Any person with special knowledge or expertise of value to the Board, to serve in an advisory capacity only, and not as a Director.
7. The Board may appoint such special or standing committees or subcommittees as

may be considered appropriate and shall determine their respective terms of reference, powers, duration and composition. All acts and proceedings of such special or standing committees shall be reported back to the Board as soon as possible.

**Termination of Office**

1. A Director shall automatically vacate office if:-
2. he/she ceases to be a Director through the operation of any provision of the Act or becomes prohibited by law from being a Director
3. he/she is sequestrated
4. he/she becomes debarred under any statutory provision from being involved in the management or control of a charity
5. he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months
6. he/she becomes an employee of the Company
7. he/she ceases to be a member of the Company
8. he/she resigns office by notice to the Company
9. he/she is absent (without permission of the Directors) from more than three consecutive meetings of the Directors, and the Directors resolve to remove him/her from office
10. he/she is removed from office by resolution of the Directors, in which case such resolution shall only be valid if:
11. the Director who is the subject of the resolution is given reasonable prior written notice by the Directors of the grounds upon which the resolution for his/her removal is to be proposed; and
12. the Director concerned is given the opportunity to address the meeting of Directors at which the resolution is proposed, prior to the resolution being put to the vote; and
13. at least two thirds (rounded up to the nearest whole number) of the Directors then in office vote in favour of the resolution.

**Register of Directors/Directors’ Interests**

1. The Directors shall maintain a register of Directors, setting out full details of each

Director, including the date on which he/she became a Director, and specifying the date on which any person ceased to hold office as a Director and containing details of Directors’ interests.

**Office Bearers**

1. The Directors shall elect from among themselves a chair, a treasurer,

and such other office bearers (if any) as they consider appropriate.

1. Election to office shall be for a period of three years.
2. Office bearers may be re-elected to an office for a further period of 3 years, but shall then be unable to be re-elected to that office again for a period of twelve months.
3. Any vacancy among office bearers may be elected from within the Board, and any person so elected to fill such a vacancy shall hold office until the commencement of the first Directors meeting after the AGM.
4. A person elected to any office shall cease to hold that office if he/she ceases to be a Director, or he/she resigns from that office by written notice to that effect.

**Powers of Directors**

1. Subject to the provisions of the Act, the Memorandum of Association and these Articles, and subject to any directions given by special resolution, the Company and its assets and undertaking shall be managed by the Directors, who may exercise all the powers of the Company. In exercising said powers, the Directors shall at all times act in such a manner as to promote the best interests of the Company, irrespective of any conflicting office, post engagement or other connection or interest which he/she may have.
2. A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.
3. In exercising their powers and generally discharging their duties as Directors of the Company, the Directors shall comply with any code of conduct (incorporating detailed rules on conflicts of interest) as may be prescribes by the Board from time to time; for the avoidance of doubt the code of conduct shall be supplemental to any provisions relating to the conduct of Directors contained in these Articles and any such provisions contained within these Articles shall be interpreted and applied in accordance with the provisions of any code of conduct in force from time to time.

**Directors’ Declarations of Interest**

1. The Directors may, in accordance with the requirements set out in Articles 54 to 59, authorise any matter proposed to them by any Director which would, if not authorised, involve or constitute a Director (an “Interested Director”) breaching or infringing his duty under section175 of the Act to avoid conflicts of interest (the “Conflict”).
2. Any authorisation under Articles 54 to 59 will be effective only if:
3. the matter in question, to the extent permitted by the Act, shall have been proposed by any Director for consideration at a meeting of the Board of Directors in the same way that any other matter may be proposed by the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
4. any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and
5. the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director had not been counted in the vote.
6. Any authorisation of a matter under Article 54 to 59 may (whether at the time of giving

The authority or subsequently):

1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
2. be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine on the Interested Director; or
3. Be determined or varied by the Directors at any time

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

1. Where the Directors authorise a Conflict they may provide, without limitation

(whether at the time of giving authority or subsequently) that the Director:

1. Is excluded from discussions (whether at meetings of the Board of Directors or otherwise) related to the Conflict;
2. Is not given any documents or other information relating to the Conflict; or
3. May or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

Notwithstanding the fact that the Directors have made provisions (or otherwise) under this Article 57, the interested Director whose Conflict has been authorised shall not be in breach of his duties to the Company where the interested Director, of his own accord, does not attend discussions, refuses to receive any documents or information relating to the Conflict (or refuses to do or does any similar action).

1. Where the Directors authorise a Conflict:
2. the interested Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;
3. the interested Director will not breach or infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors may impose in respect of its authorisation; and
4. the Directors may decide (whether at the time of giving the authority or subsequently) that, if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
5. disclose such information to the Directors or to any Director or other officer or employee of the Company; or
6. use or apply any such information in performing his duties as a Director;

where to do so would amount to a breach of that confidence and, accordingly, by not disclosing, using or applying such information, the Director shall not be in breach or infringe his duties to the Company in terms of sections 171 to 177 of the Act.

1. A Director is not required, by reason of being a Director (or because of the fiduciary

relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he/she derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, agreement or arrangement relating to a Conflict that has been authorised by the Board shall be liable to be avoided on such grounds.

**Personal Interests**

1. A Director who is in any way, whether directly or indirectly interested in a proposed

transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act. For the purpose of this Article, a Director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm which he/she is a partner or any limited company of which he/she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purpose of the Act), has a personal interest in that arrangement.

1. A Director who is in any way, whether directly or indirectly, interested in a

transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 60

1. Subject, where applicable, to the disclosures required under Article 60 and Article 61, and to any terms and conditions imposed by the Directors in accordance with these Articles 60 to 64, a Director having a personal interest, whether direct or indirect, shall not be entitled to vote (and shall not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the personal interest. If a question arises at a meeting of Directors or at a meeting of the committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting be referred to the chairperson of the meeting and his/her ruling in relation to any Director other than himself/herself shall be final and conclusive.
2. A Director need not declare an interest under Article 60 and Article 61 as the case may be:
3. if it can be reasonably be regarded as likely to give rise to conflict of interest;
4. of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
5. if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
6. if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a meeting of the Board of Directors.
7. Provided he/she has declared his/her interest a Director will not be debarred for entering into an arrangement with the company in which he/she has a personal interest and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

**DIRECTORS’ MEETINGS**

**Procedure at Directors Meetings**

1. The Directors shall use their best endeavours to meet on a bi-monthly basis, or more frequently if business requires, and in any event shall meet at least four times per calendar year. Any Director may call a meeting of the Directors or request the Secretary to call a meeting of the Directors.
2. The Directors can agree to confirm decisions electronically, by telephone or by written resolution as alternatives to confirming decisions at Directors meetings.
3. A Director may participate in a meeting of the Directors (or of a committee of Directors) by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively with all other parties participating in the meeting. Participation in this manner is deemed to constitute presence in person at the meeting.
4. Questions arising at the meeting of the Directors shall be decided by a majority of votes; if an equity of votes arises, the chairperson of the meeting shall have a casting vote.
5. No business shall be dealt with at a meeting of Directors unless a quorum is present; the quorum for meetings of the Directors shall be 4. If at any time the number of Directors in office falls below the number fixed as the quorum, the remaining Director(s) may act only for the purpose of calling a general meeting.
6. Unless he/she is willing to do so, the Chair of the Company shall preside as Chairperson at every Directors, meeting at which he/she is present; if the Chair is unwilling to act as Chairperson or is not present within 30 minutes after the time when the meeting was due to commence, the Directors present shall elect from among themselves the person who will act as Chairperson of the meeting.
7. The Directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Directors; for the avoidance of doubt, any such person who is invited to attend a Director’s meeting shall not be entitled to vote.
8. A Director shall not vote at a Directors’ meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the Company.
9. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
10. The Directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.
11. The Company may, by ordinary resolution, suspend or relax to any extent either generally or in relation to any particular matter – the provisions of Articles 65 to 74

**Delegation to Sub-Committees**

1. The Directors may delegate any of their powers to any sub-committee consisting of at least one Director and such other persons (if any) as the Directors may determine; they may also delegate to the chair of the Company (or holder of any other post) such of their powers as they may consider appropriate. Any delegation of powers under this Article may be made subject to:-
2. such conditions as the Directors may impose and may be revoked or altered; and
3. such rules of procedure for any sub-committee shall be as prescribed by the Directors

**ADMINISTRATION**

**Operation of Bank Accounts**

1. The signatures of two authorised representatives of the Company (who need not be Directors of the Company) shall be required in relation to all operations (other than lodgement of funds) on the bank, building society or other financial institution accounts held by the Company.

**Secretary**

1. The Directors shall in their sole discretion appoint a company secretary for such term, at such remuneration (if any), and upon such conditions, as they may think fit; the company secretary may be removed and replaced or not (at the Directors sole discretion) by the Directors at any time.

**Minutes, Accounting Records and Annual Accounts**

1. The Directors shall ensure that minutes are made of all proceedings at general meetings, Directors’ meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.
2. The Directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements for both companies and charities.
3. The Directors shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provision or if they otherwise think fit, they shall endure that an audit of such accounts is carried out by a qualified auditor
4. No member shall (unless they are a Director) have any right of inspecting any accounting or other records, or any document of the Company ,except as conferred by statute or as authorised by the Directors or as authorised by ordinary resolution of the Company.

**Notices**

1. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-
2. if properly addressed and sent by pre-paid UK second class post to an address (last intimated by him/her/them) to the company in the UK 3 days after it is posted;
3. a Member whose registered address is not within the United Kingdom shall be entitled to receive notices at such address and such notices shall be sent to the Member by airmail. Notices sent overseas shall be deemed given at the expiry of a period of 5 days after the envelope containing it was posted. Sections 1143 to 1148 together with schedule 4 and 5 of the Act shall apply;
4. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
5. if properly addressed and sent or supplied by electronic mail (e-mail) (in the case of a Member who has notified the company of an address to be used for the purpose of electronic communications) one hour after the e-mail was sent or supplied; and
6. if sent or supplied by means of a website, when the material is first made available on the website or (if later0 when the recipient receives (or is so deemed to have received) notice of the fact that the material is on the website.

For the purposed of this Article, no account will be taken of any part of a day that is not a business day (where a “business day” means any day (other than a Saturday, Sunday or public holiday in Scotland) on which clearing banks in Edinburgh are generally open for business). In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that notice, document or other information was delivered to an address permitted for the purposes of the Act.

**MISCELLANEOUS**

**Winding-Up**

1. If the company is dissolved or wound up, the liquidator shall, if there remains after

the satisfaction of all its debts and liabilities, any property whatsoever, then the property shall not be paid to or distributed among the members of the Company, but shall be paid, given, transferred or distributed to such body or bodies to be determined by the members of the Company at the time of dissolution or winding up:

1. being a charitable body or bodies having objects similar to the Objects of the Company; and
2. being a charitable body or bodies which shall prohibit the distribution of its or their assets, income and property among its members to an extent at least as great as is imposed on the Company.
3. or failing which such other charitable body or bodies as are willing to take the property of the Company.

**Indemnity**

1. Without prejudice to Articles 84 and 90 and subject to the provisions of and to the

extent permitted by the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company (other than any person(whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person, indemnification to the extent that it would cause the Article, or any element of it, to be treated as void under the Act.

1. Subject to the Act and any agreement made between a Director and the Company in

Accordance with the Act, a Director shall be indemnified out of the Company’s assets against any expenses which that Director incurs in connection with:

1. civil proceedings in relation to the Company (unless judgement is given against the Director and the judgment is final); or
2. criminal proceedings in relation to the Company (unless the Director is convicted and the conviction is final); or
3. any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company (unless the court refuses to grant the Director relief, and the refusal is final).
4. For the purposes of Article 84 judgment, conviction or refusal of relief becomes final if:
5. the period for bringing an appeal (or any further appeal) has ended; and
6. any appeal brought is determined, abandoned or otherwise ceases to have effect
7. Every Director or other office or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he/she must sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality, any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted or any liability in connection with an application in which relief is granted to him/her by the court from liability from negligence, default or breach of trust in relation to the affairs of the Company.
8. The indemnity contained in Article 88 shall be subject to the provisions of the Act and is without prejudice to any other indemnity to which a Director may otherwise be entitled.

**Insurance**

1. Subject to the Act, the Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

In this Article:-

1. a “relevant officer” means any Director or former Director of the Company, any other officer or employee or former officer or employee of the Company or its associate (but not the auditors), or any trustee of a pension fund or employee benefits trust of the Company
2. a “relevant loss” means any loss or expenditure which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties, powers or responsibilities in relation to the Company or an associate or its pension fund or employee benefits trust; and
3. an “associate” means any subsidiary or subsidiary undertaking of the holding company of such company (“holding company” and “subsidiary company” have the meanings set out in section 2258 and Schedule 6 of the Companies Act 2006).

**Liability of Members**

1. The liability of the members is limited to ONE POUND (£1.00). Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the:-
2. debts and liabilities of the Company before he ceases to be a member
3. costs, charges and expenses of winding up,

and for the adjustment of the rights of the contributions among themselves, such amount as may be required not exceeding ONE POUND.