

THE COMPANIES ACT 2006

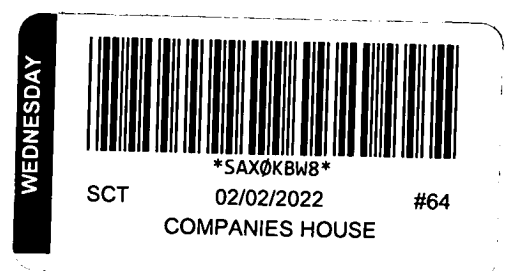
Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION

of

Muir of Ord Development Trust

Company Number: SC397640



SECTION A

NAME

1. The name of the company is "Muir of Ord Development Trust" ("the Trust").

REGISTERED OFFICE

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

PURPOSES

3. The Trust has been formed to deliver benefits for the Community, the geographic extent of which is defined in Article 2 of section B of these Articles. This will be achieved by promoting and facilitating the following Purposes ("the Purposes"):

3.1 To manage the Muir of Ord Village Hall, The Muir Hub and any other facilities for the benefit of the Community and the public in general.

3.2 To provide, or assist in providing, recreational facilities, and/ or organising recreational activities, which will be available to members of the Community and public at large.

3.3 To advance community development, including urban or rural regeneration within the Community.

3.4 the prevention or relief of poverty and the advancement of health and education

3.5 the advancement of environmental protection or improvement

POWERS

- 4 The Trust will have the following powers, but only in furtherance of the Purposes (and wherein reference to "property" means any property, assets or rights, heritable or moveable, wherever situated):

General

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

4.2 To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes.

4.3 To provide advice, consultancy, training, tuition, expertise and assistance.

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

Property

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

4.6 To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust.

4.7 To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.

Employment

4.8 To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Trust.

Funding and Financial

4.9 To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust.

4.10 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.

4.11 To borrow or raise money for the Purposes and to give security in support of any such borrowings by the Trust and/ or in support of any obligations undertaken by the Trust.

4.12 To set aside funds not immediately required as a reserve or for specific purposes.

4.13 To invest any funds which are not immediately required for the activities of the Trust in such investments as may be considered appropriate, which may be held

in the name of a nominee organisation under the instructions of the Board of Directors, and to dispose of, and vary, such investments.

4.14 To make grants or loans of money and to give guarantees.

4.15 To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

Development

4.16 To establish, manage and/ or support any other charitable organisation, and to make donations for any charitable purpose falling within the Purposes.

4.17 To establish, operate and administer and/ or otherwise acquire any separate trading company or association, whether charitable or not.

4.18 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Trust and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation.

4.19 To enter into contracts to provide services to or on behalf of others.

Insurance and Protection

4.20 To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees).

4.21 To oppose, or object to, any application or proceedings which may prejudice the interests of the Trust.

Ancillary

4.22 To pay the costs of forming the Trust and its subsequent development.

4.23 To carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.

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

CONSTRAINTS ON RETURNS TO MEMBERS AND DIRECTORS

5.1 The income and property of the Trust shall be applied solely towards promoting the Purposes and do not belong to the members.

5.2 No part of the income or property of the Trust shall be paid or transferred (directly or indirectly) to the members of the Trust, or to any other individual, or organisation whether by way of dividend, bonus or otherwise, except in the circumstances provided for in Clause 5.4.

5.3 No Director shall be appointed as a paid employee of the Trust.

5.4 No benefit (whether in money or in kind) shall be given by the Trust to any member or Director except the possibility of:

1. repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
2. reasonable remuneration to any member or Director in return for specific services actually rendered to the Trust (not being of a management nature normally carried out by a director of a company) in accordance with section 67 of the Charities Act; or
3. payment of interest at a rate not exceeding the commercial rate on money lent to the Trust by any member or Director; or
4. payment of rent at a rate not exceeding the open market rent for property let to the Trust by any member or Director; or
5. the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
6. payment by way of any indemnity, where appropriate; and in any such event the terms of Articles 38 - 40 will specifically apply.

LIMIT OF LIABILITY

6.1 The liability of all members of the Trust is limited.

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

DISSOLUTION

7.1 The winding-up of the Trust may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

7.2 If upon the winding up or dissolution of the Trust there remains after the satisfaction of all its debts and liabilities any property whatsoever, this will not be paid to or distributed amongst the members of the Trust but be given or transferred to some other organisation or institution having objects which are entirely similar to any of the objects of the Trust and which prohibits the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed by the Trust under or by virtue of Clause 5, such organisation or organisations, institution or institutions to be determined by the members of the Trust at or before the time of dissolution.

INTERPRETATION

8 The definitions included in Article 2 of Section B are incorporated into these Articles.

SECTION B

DEFINITIONS and INTRODUCTORY

1 No standard Table of Articles of Association are imported into or shall apply to the Trust.

2 In these Articles of Association, the following definitions apply throughout:

"Act" means the Companies Act 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.

"AGM" means an Annual General Meeting.

"Article(s)" means this or these Articles of Association.

"Board" means the Board of Directors.

"Charities Act" means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification or re-enactment thereof for the time being in force.

"Clear days" means a period excluding the day when notice is given and the day of the meeting.

"Community" means the community of Muir of Ord as defined by the Tarradale School and Mulbuie School catchment areas as these may be comprised and delineated from time to time by the Highland Council or its successors as education authority.

"Company" means The Muir of Ord Development Trust.

"Director(s)" means the director(s) for the time being of the Trust.

"EGM" means an Extraordinary General Meeting.

"Organisation" means any unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person).

"Property" means any property, assets or rights, heritable or moveable, wherever situated in the world.

"Subscribers" means those persons who have subscribed to these Articles.

"Trust" means the Muir of Ord Development Trust.

3 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.

4 The Trust is established to achieve the Purposes.

GENERAL STRUCTURE OF THE TRUST

5 The structure of the Trust comprises:

1. Members - comprising Ordinary Members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect people to serve as Directors and take decisions in relation to any changes to these Articles); and
2. Directors - who hold regular meetings between each AGM, set the strategy and policy of the Trust, generally control and supervise the activities of the Trust and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Trust.

MEMBERSHIP

6 The members of the Trust shall consist of the Subscribers and such other persons and organisations as are admitted to membership in terms of these Articles.

7 Membership of the Trust is open to:

1. Ordinary Members: those individuals aged 18 and over who:
 - (a) are ordinarily resident in the Community; and
 - (b) who support the Purposes;

declaring that, if an Ordinary Member ceases to comply with any of these criteria, he or she will be obliged to inform the Trust and will thereafter be reclassified as an Associate Member, and that if the company becomes aware of this itself it will so reclassify the member and notify him or her accordingly

2. Associate Members: those individuals who are not ordinarily resident in the Community 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.
3. Junior Members: those individuals who are aged between 12 and 17 who support the Purposes. Junior Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.

8 The following conditions apply to membership:

1. the Trust shall have not fewer than 15 members at any time; and
2. the majority of the members of the Trust shall consist of Ordinary Members; and

3. in the event that the number of members falls below 15 or that the majority of members of the Trust does not consist of Ordinary Members, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary members;
4. Any person who wishes to become a member must sign, and lodge with a director, a written application for membership which will be considered by the Board. The Directors may not refuse membership without good cause.
5. Membership will not be restricted, withheld or terminated on the basis of age, gender, disability, religion, ethnic background or sexual orientation

Members to achieve the minimum number and/ or maintain the majority.

9 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 Article 7 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 from membership by virtue of Article 14.

10 The Board shall maintain a Register of Members, setting out the name and postal address of each member organisation, the name of the organisation's nominated representative(s), the relative category of membership, the date of the member's appointment and cessation and any other information that the Board deem appropriate.

MEMBERSHIP SUBSCRIPTIONS

11 The Trust does not require a membership subscription; however, Members may be required to pay an annual membership subscription, if the members were to decide that by a simple majority at an AGM or EGM.

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

CESSATION OF MEMBERSHIP

13 A member shall cease to be a member if:

1. she, he or the organisation sends written notice of resignation to the Trust; or
2. she, he or the organisation ceases to comply with the criteria for membership set out in Article 7; or
3. being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable); or
4. any subscription due remains outstanding for more than 6 months, in spite of written reminders having been given; or
5. a resolution that a member be expelled is passed by a majority of at least 75% of the members present at a General Meeting; at least 21 days' notice of the intention and grounds for the proposed expulsion must be issued to all

- members, including the member whose removal is in question and who has the right to be heard at the meeting; or
6. being an individual, he or she dies (the right of membership not being assignable).

GENERAL MEETINGS (Meetings of Members)

14 The Board will convene an AGM of members attending in person or virtually in each calendar year, at such time as it may determine; not more than 15 months should elapse between one AGM and the next. The Board may call other meetings of the members attending in person or virtually as they think fit. Such meetings may be entirely virtual meetings or hybrid meetings as the circumstances allow.

A member attending a meeting virtually will have the same rights to receive notice, speak, vote and otherwise participate in the meeting as they would have if attending the meeting in person; this also applies to proxies.

15 The business of the AGM may include:

1. A report by the Chairman on the Trust's activities
2. Election of Directors
3. Any proposal to introduce or amend membership subscriptions
4. Report by the Accountant or Auditor
5. Approval of the Trust's Annual Accounts
6. Appointment of the Accountant or Auditor

16 The provisions with regard to EGMs are as follows:

1. All General meetings of members, other than AGMs, will be called Extraordinary General Meetings
2. The Board may convene an EGM whenever it deems necessary, and
3. The Board must convene an EGM within 28 days, upon receipt of a written request, signed by at least 10% of the Ordinary Members and stating the purpose of the meeting.

17 Subject to the terms of Articles 66, 67 and 68, the provisions regarding notice of a General Meeting are as follows:

1. 21 clear days' notice at the least shall be given of every General Meeting to each member including Directors;
2. the notice must specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions proposed in terms of Article 23;
3. the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any member, person or organisation entitled to receive the notice will not invalidate any resolution passed at or proceedings of the Meeting.

CHAIR OF GENERAL MEETINGS

18 The Chairperson of the Trust or another Director, elected from amongst their number, will act as chair of each General Meeting.

QUORUM AT GENERAL MEETINGS

19 The quorum for a General Meeting shall be 15 of the Ordinary Members, being present in person or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.

20 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time, date and place as may be fixed by the chair of the meeting.

VOTING AT GENERAL MEETINGS

21 The chair of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

22 The provisions regarding voting are as follows:

1. each Ordinary Member shall have one vote, to be exercised in person or by proxy, by a show of hands (unless a secret ballot is demanded by the chair of the meeting, or by at least two Ordinary Members present at the meeting and entitled to vote, which may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting, shall be conducted in such a manner as the chair of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded and, in that event, the chair of the meeting shall appoint and instruct tellers, who may cast their own personal votes if Ordinary Members);
2. Associate and Junior Members shall have no vote;
3. whilst actual attendance by Ordinary Members is to be encouraged at General Meetings, any Ordinary Member shall be entitled to appoint a proxy to attend a General Meeting on their behalf, in respect of which the following apply:
 - 3.1 a proxy need not be a member;
 - 3.2 a proxy appointed to attend and vote at any meeting instead of an Ordinary Member will have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote; and
 - 3.3 In order to appoint a proxy, the member should write by letter or e-mail to the Registered Office naming the person or other authority they wish to act as their proxy not less than 48 hours before the time of the meeting at which the proxy is to be used; and
 - 3.4 no form of proxy shall be valid more than 12 months from the date it was granted.

4. in the event of an equal number of votes for and against any resolution, the chair of the meeting shall have a casting vote as well as any deliberative vote.

23 At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the Ordinary Members present and voting (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:

1. to alter the name of the Trust; or
2. to amend the Purposes; or
3. to amend these Articles (subject to Article 70); or
4. to wind up of the Trust in terms of Clause 7 of Section A of the Articles; or
5. all other Special Resolutions.

24 A resolution in writing signed by or on behalf of all or a sufficient majority of the Ordinary Members (as specified in terms of Article 23) shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held. Such resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.

25 The chair of the General Meeting may, with the consent of a majority of the Ordinary Members present and voting, adjourn the General Meeting to such time, date and place as he or she may determine.

APPOINTMENT OF DIRECTORS

26 The affairs, property and funds of the Trust shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Trust and may, on behalf of the Trust, do all acts as may be exercised and done by the Trust, other than those required to be exercised or done by the Ordinary Members in a General Meeting, and subject always to these Articles and to the provisions of the Act.

27 The number of Directors shall be not less than four. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than twelve.

28 Employees of the Trust may not be nominated as or become Directors.

Composition of the Board of Directors

29 The Board will comprise the following individual persons (a majority of whom will always be Elected Directors), namely:

1. up to eight individual persons elected as Directors by the Ordinary Members in terms of Article 30 ("the Elected Directors"), who must themselves be Ordinary Members; and

2. up to four individual persons co-opted in terms of Article 31 ("the Co-opted Directors"), so as to ensure a spread of skills and experience within the Board;

Elected Directors

30 At each AGM, one-third of the Elected Directors (or the nearest number upwards) shall retire from office;

1. a retiring Elected Director shall retain office until the close or adjournment of the meeting;
2. a retiring Director shall be eligible for re-election;
3. if no other Director has or Directors have decided or agreed to retire, the Elected Directors to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot;
4. nomination of any Ordinary Member for election by at least two other members, will either be in writing to the Registered Office not less than 7 days prior to the date of the AGM in question with confirmation that the nominee is willing to act as an Elected Director if elected or, if the Chair agrees, can be made at the AGM; and
5. election of any Elected Director shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Directors on the Board.

Co-opted Directors

31 Subject to Article 30, up to four individuals may be co-opted from time to time by the Board of Directors itself, as follows:

1. subject to Article 31.3, a Co-opted Director shall serve until the next AGM after his or her co-option;
2. a Co-opted Director can be re-co-opted at such next AGM;
3. a Co-opted Director can be removed from office at any time by a simple majority of the Board; and
4. for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.

32 The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Director from or after the date of such retiral or deemed retiral until the next AGM.

33 Annually after each AGM, the Board may co-opt a Co-opted Director, who is aged between 18 and 25 years, with the specific role of representing the interests of young people in the Community.

34 The Board shall ensure that a Register of Directors is maintained, which sets out the full details of each Director as required for all registration purposes, including the date and type of appointment and the date of retirement.

RETIREMENT OF DIRECTORS

35 A Director shall retire or be deemed to retire if:

1. being an Elected Director, they cease to be an Ordinary Member in terms of either Articles 7.1 or 13;
2. they become prohibited from being either (i) a charity trustee by virtue of the Charities Act or (ii) a director of a limited company by reason of the Act or the Company Directors Disqualification Act 1986, and every statutory modification and re-enactment for the time being in force; or
3. in terms of section 66(5) of the Charities Act, they are considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act; or
4. they are employed by or hold any office of profit under the Trust (except where the provisions of Clause 5.4.2 of the Section A of the Articles shall apply); or
5. they become incapable for medical reasons of fulfilling the duties of a Director and such incapacity, as certified (if necessary) by a GP, is expected to continue for a period of more than six months from the date or later date of such certification; or
6. they are absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove them from office; or
7. by written notice to the Registered Office, they resign as a Director.

CHAIRPERSON AND OTHER RESPONSIBILITIES

36 The Board shall meet as soon as is practicable immediately after each AGM to appoint a Chairperson and other specific roles, as required.

PERSONAL INTERESTS

37 Any Director and/ or employee who has a personal interest in any prospective or actual contract or other arrangement with the Trust must declare that interest either generally to the Board or specifically to any relevant meeting of the Trust. A personal interest includes not only the interest of the Director or employee in question, but also their partner, close relative or business associate, or any firm of which they are a partner or employee, or any limited company of which they are a director, employee or shareholder of more than 5% of the equity.

38 Additionally, the Board may resolve at any time to require all Directors and employees to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time-to-time what interests shall be relevant interests and shall ensure that a Register of Notices

of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Trust and, with the express prior written approval of the Director or employee concerned, by members of the public.

39 Whenever a Director finds that there is a personal interest, they have a duty to declare this to the Board meeting in question. It will be up to the chair of the meeting in question to determine:

1. whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
2. whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
3. whether the Director in question should be required to be absent during that particular element of the meeting and where a Director leaves, or is required to leave, the meeting they no longer form part of the quorum at that point.

QUORUM AT BOARD MEETINGS

40 The quorum for Board meetings is four, provided that the Elected Directors are always in the majority at any Board meeting. Any business enacted at a meeting which is not quorate, must be revisited at the next meeting for approval.

MEETINGS OF THE BOARD OF DIRECTORS

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

42 Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in Article 23 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.

43 Any Director may request the Chairperson to summon a meeting of the Board by notice served upon all the Directors, to take place at a reasonably convenient time and date.

44 The Chairperson will preside as chair of all Board meetings at which they are present. If they are not present, the remaining Directors may appoint one of the Elected Directors to be chair of that Board meeting; otherwise, the meeting will be adjourned until a time and date when the Chairperson will be available.

45 The Chairperson of the Board meeting will endeavour to achieve consensus wherever possible but, if necessary, questions arising will be decided by being put to

the vote, on a show of hands only, each Director present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chair of the meeting will have a casting vote.

46 The Board may delegate any of its powers to sub-committees, each consisting of not less than one Director and other persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed will, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board, and will regularly and promptly circulate the minutes of its meetings to all Directors.

47 The Board will make available minutes of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings; these minutes, once signed by the chair of the meeting after approval, will be sufficient evidence without need for any further proof.

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

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

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

COMPANY SECRETARY, MINUTE SECRETARY and TREASURER

51 The Board may appoint a Company Secretary, although this is not required, for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.

52 The Board may appoint a Minute Secretary, for such term, at such remuneration (if any), and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time.

53 The Board may appoint a Treasurer, who is not a Director, for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time. Whilst in post, the Treasurer may be required to attend (but shall have no vote at) Board meetings or any parts of meetings during their tenure as Treasurer.

FINANCES

54 The bank account or accounts of the Trust will be kept in such bank or building society and/ or banks or building societies as the Board will determine.

55 All financial transactions including cheques and receipts for monies paid to the Trust, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

56 The Board must ensure that all funds and assets of the Company are applied towards achieving the Purposes.

ACCOUNTS

57 The Board will ensure accounting records are kept in full compliance with the provisions contained in both the Act and the Charities Act.

58 The accounting records will be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Directors.

59 No member will (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 authorised by ordinary resolution of the company.

60 At each AGM, the Board will provide the members with a copy of the accounts for the period since the last preceding accounting reference date.

NOTICES

61 A notice may be served by the Trust upon any member, either personally or by sending it by post or e-mail or other appropriate electronic means, addressed to such member at his or her address as appearing in the Register of Members.

62 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.

63 The business of the Trust and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Trust where the Trust has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet).

INDEMNITY

64 Subject to the terms of the Act and the Charities Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary (if any), Treasurer and all employees of the Trust will be indemnified out of the funds of the Trust against any loss or liability (including the costs of defending successfully any court proceedings) which they may respectively incur or sustain, in connection with or on behalf of the Trust and each of them will be chargeable only for

so much money as they may actually receive and they will not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

ALTERATION TO THE ARTICLES OF ASSOCIATION

65 Any alteration to these Articles may be made only upon the following conditions:

1. upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose in terms of Article 24; and
2. with the written consent of the Office of the Scottish Charity Regulator (and its successors) in terms of section 16 of the Charities Act.

DISSOLUTION

66 Clause 7.1 to 7.4 inclusive of Section A of the Articles of Association of the Trust, relating to the winding up and dissolution of the Trust, shall have effect in relation to the winding up and dissolution of the Trust.