

THE COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL  
MEMORANDUM of ASSOCIATION  
of  
**THE BLACK ISLE PARTNERSHIP**  
**SC223861**

**Section 1:**

The company's name is "the Black Isle Partnership" (hereinafter referred to as "the Partnership").

**Section 2:**

The Partnership's registered office is to be situated in Scotland.

**Section 3:**

This clause shall be interpreted as if it incorporated an over-riding qualification limiting the powers of the Partnership such that any activity which would otherwise be permitted by the terms of the clause may be carried on only if that activity furthers a purpose which is regarded as charitable for the purposes of section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment for the time being in force). Subject to that over-riding qualification, the Partnership's objects are: -

- a) to provide, in the interests of social welfare, facilities for recreation and other leisure time activity available to the public at large within the Black Isle, for improving their conditions of life;
- b) to relieve poverty among the residents of the Black Isle;
- c) to advance education and to promote training programmes and opportunities for the benefit of the residents of the Black Isle, particularly among young people and the unemployed;
- d) to promote and/or preserve the environment for the benefit of the general public on the Black Isle;
- e) to promote trade and industry for the benefit of the general public on the Black Isle;
- f) to provide or assist in the provision of housing for people in necessitous circumstances within the Black Isle;
- g) to promote, establish and operate other schemes of a charitable nature for the benefit of the community within the Black Isle.

**Section 4**

The definition of "the Black Isle" as used in this document covers the peninsula bounded to the north by the Cromarty Firth and to the south by the Beauly and Moray Firths. It includes the villages of (from west to east) Muir of Ord, Conon Bridge, Tore, Culbokie, Munloch, North Kessock, Avoch, Fortrose, Rosemarkie and Cromarty, and other smaller settlements and countryside between those settlements. It incorporates the eastern section of Muir of Ord Community Council area (comprising the village of Muir of Ord) and the entirety of the Community Council areas of Conon Bridge, Ferintosh, Killearnan, Knockbain, Resolis, Avoch and Killen, Fortrose and Rosemarkie, and Cromarty.

**Section 5:**

In pursuance of those aims (but not otherwise) the Partnership shall have the following powers:

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- a) To acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the company.
- b) To promote community enterprises and companies whose activities may further one or more of the above objects, acquire and hold shares, stocks, debentures and other interests in such companies and carry out, in relation to any such company which is a subsidiary of the Partnership, all such functions as may be associated with a holding company.
- c) To raise funds and invite and receive contributions for the work of the Partnership by way of subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Partnership.
- d) 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 Partnership.
- e) To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Partnership.
- f) 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 Partnership.
- g) To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- h) To borrow money and give security for the payment of money by, or the performance of other obligations of the Partnership or any other person.
- i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques and other negotiable or transferable instruments.
- j) To remunerate any individual in the employment of the Partnership and to establish, maintain and contribute to any pension or superannuation fund 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 Partnership and the spouse, widow/er, relatives and dependants of any such individual; to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- k) To oppose or object to any application or proceedings which may prejudice the Partnership's interests.
- l) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Partnership and to obtain from any such organisation, government or authority any right, privilege or concession.
- m) To enter into any arrangement for co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated
- n) To effect insurance against risks of all kinds
- o) To invest funds not immediately required for the purposes of the Partnership's activities in such investments and securities (including land in any part of the world) and that in such manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of and vary such investments and securities.
- p) To establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Partnership and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the partnership is authorised to carry on.
- q) To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Partnership or with the furtherance of its objects.

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- r) 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 Partnership, whether by way of subscriptions, grants, loans, donations or otherwise.
- s) 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.
- t) To do anything which may be incidental or conducive to the attainment of any of the objects of the Partnership.

And it is declared that

- A) in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.
- B) in this clause, and throughout this memorandum of association the word "charitable" shall have the meaning ascribed to it for the purposes of section 505 of the Income and Corporation Taxes Act including any statutory amendment or re-enactment for the time being in force.

**Section 6:**

- a) The income and property of the Partnership shall be applied solely towards promoting the Partnership's objects (as set out in clause 3 of this memorandum of association).
- b) No part of the income or property of the Partnership shall be paid or transferred (directly or indirectly) to the members of the Partnership, whether by way of dividend, bonus or otherwise.
- c) No director of the Partnership shall be appointed as a paid employee of the Partnership; no director shall hold any office under the Partnership for which a salary or fee is payable.
- d) No benefit (whether in money or in kind) shall be given by the partnership to any director except repayment of out-of-pocket expenses.

**Section 7:**

The liability of the members is limited. Every member of the Partnership undertakes to contribute such amount as may be required (not exceeding £1) to the Partnership's assets if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the Partnership's debts and liabilities contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

**Section 8:**

If on the winding-up of the Partnership any property remains after satisfaction of all the Partnership's debts and liabilities, such property shall not be paid to or distributed among the members of the Partnership but shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Partnership and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does clause 4 of this memorandum of association.

The body or bodies to which property is transferred under clause 8a shall be determined by the members of the Partnership at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.

**Section 9:**

Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Partnership and the matters in respect of which such

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receipt and expenditure take place and a record of the assets and liabilities of the Partnership; such accounting records shall be open to inspection at all times by any director of the Partnership.

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WE the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

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Names and addresses of subscribers

1.

2.

3.

4.

5.

6.

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Dated

Witness to the above signatures:

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES of ASSOCIATION

of

**the Black Isle Partnership**

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**Membership**

- 1) The subscribers to the memorandum of association and such other persons as are admitted to membership under articles 4 to 12 shall be the members of the Partnership.
- 2) Membership shall cease on death.
- 3) A member may not transfer his/her membership to any other person.

**Qualifications for membership**

- 4) Full membership will be open to any individual living within the Black Isle or a representative of an organisation whose remit is focused upon the Black Isle. Each participating organisation shall appoint a voting representative, or substitute, to attend Partnership meetings and shall supply in writing to the Secretary the name and address of each representative and each representative shall continue to represent his/her organisation until such appointment is terminated in writing to the Secretary. Individuals representing organisations will act on behalf of those organisations and not as private individuals.
- 5) Associate membership will be available to individuals and organisations who are based out with the area, but who have an interest in assisting the achievement of the Partnership's aims and objectives. Again representatives will act on behalf of those organisations rather than as private individuals.
- 6) No employee of the Partnership may become a member; a person admitted to membership shall automatically cease to be a member if he/she becomes an employee of the Partnership.
- 7) This section is blank.

- 8) A person may no longer remain a Full member if they do not fulfil the qualifications in article 4.

#### **Application for membership**

9. Any person who wishes to become a member shall lodge with the Partnership a written application for membership (in such form as the directors require), signed by him/her; an application for membership must be accompanied by a remittance for the full amount of the annual membership subscription.
10. A person applying for membership shall lodge with the Partnership such information and evidence in support of his/her application as the directors require.
11. Each application for membership shall be considered by the directors at the first meeting of the directors which is held after receipt by the Partnership of the written application and remittance (and, if required by the directors, supporting information and evidence) required under articles 9 and 10.
12. The directors shall, within a period of seven days after the meeting at which an application for membership is considered, notify the applicant in writing of the directors' decision as to whether or not to admit him/her to membership; if the decision was to refuse admission, the directors shall return to the applicant the remittance lodged by him/her under article 9.

#### **Membership subscription**

13. Unless otherwise determined by ordinary resolution, the amount of the annual membership and associate membership subscription shall be determined at general meeting. Any such decision shall establish the terms of any such subscription, including the provision of different rates for different classes of members or of different types of person (eg pensioners, students, families etc.)
14. The annual membership subscription shall be due on each accounting reference date of the Partnership and shall (subject to articles 9 and 18) be taken to cover the period from one accounting reference date to the date falling immediately prior to the next accounting reference date.
15. The directors shall give to the members at least ten days' notice of each accounting reference date; each notice shall specify the amount of the membership subscription which will be due and shall state the possible consequence (under the following article) of failure to make payment.
16. If the Partnership has not received a member's annual membership subscription within fourteen days after the accounting reference date on which it fell due, the directors may by resolution expel that person from membership; if, however, proper notice under article 14 was not given, a member shall not be liable to be expelled under this article unless he/she fails to pay the subscription within 24 days after notice requiring payment has been given to him/her.

#### **Withdrawal from membership**

17. Any person who wishes to withdraw from membership shall lodge with the Partnership a written notice of retiral (in such form as the directors require), signed by him/her; on receipt of the notice by the Partnership he/she shall cease to be a member.
18. A person who ceases to be a member shall not be entitled to any refund (total or partial) of the annual membership subscription.
19. "This Article is blank".

#### **General meetings**

20. All general meetings other than annual general meetings are to be called extraordinary general meetings.
21. The directors must convene an extraordinary general meeting if there is a valid requisition by members (under section 368 of the Act) or a requisition by a resigning auditor (under section 392A(2) of the Act).
22. Subject to the preceding article and to the requirements under section 366 of the Act (which lay down the maximum period which can pass before the first annual general meeting and the maximum period between one annual general meeting and the next), the directors may convene general meetings whenever they think fit.

#### **Notice of general meetings**

23. At least twenty one clear days' notice must be given of (a) an annual general meeting or (b) an extraordinary general meeting at which a special resolution (see article 28) or a resolution requiring special notice under the Act is to be proposed; all other extraordinary general meetings shall be called by at least fourteen clear days' notice.
24. The reference to "clear days" in article 23 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.
25. A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of any business to be dealt with at the meeting and (b) if a special resolution (see article 28) (or a resolution requiring special notice under the Act) is to be proposed shall also state that fact, giving the exact terms of the resolution.
26. A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting.
27. Notice of every general meeting shall be given to all the members and directors and (if there are auditors in office at the time) to the auditors.

#### **Special resolutions and ordinary resolutions**

28. 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 an annual general meeting or extraordinary general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 23 and 25; 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 with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
29. In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the Partnership, by special resolution,
- a) to alter its name
  - b) (subject to the provisions of the Act) to alter its memorandum of association with respect to the Partnership's objects
  - c) to alter any provision of these articles or adopt new articles of association.
30. 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 cast against, and (as applicable) the chairperson's casting vote) at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with articles 23 and 25.

#### **Proceedings at general meetings**

31. No business shall be transacted at any meeting unless a quorum representing 25% of the eligible membership is present.
32. If the quorum required under article 31 is not present within half an hour after the time appointed for the meeting or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
33. The convenor (see article 55) shall (if present and willing to act as chairperson) preside as chairperson of the meeting; if the convenor is not present and willing to act as chairperson within half an hour of the time appointed for holding the meeting, the directors present shall elect one of their number to act as chairperson or, if there is only one director present and willing to act, he/she shall be chairperson.
34. A director shall, even if he/she is not a member, be entitled to attend and speak at any general meeting.
35. The chairperson may, with the consent of the meeting at which a quorum is present (and must, if the meeting requests him/her to do so), adjourn the meeting but not for a period in excess of thirty days; no notice need be given of an adjourned meeting.
36. A resolution put to the vote of a meeting shall be decided on a show of hands unless before the show of hands, or immediately after the result of the show of hands is declared, a secret ballot is demanded by the chairperson, or by at least two members present in person at the meeting.
37. If a secret ballot is demanded in accordance with the preceding article it shall be taken at once and shall be conducted in such manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

#### **Votes of members**

38. Every member shall have one vote which (whether on a show of hands or on a secret ballot) must be given personally; associate members are not entitled to vote.
39. In the case of an equality of votes, whether on a show of hands or on a ballot, the chairperson of the meeting shall be entitled to a casting vote in addition to any other vote he/she may have.

#### **Categories of directors**

40. For the purposes of these articles
- a) "Member Director" means a director (drawn from the membership of the Partnership) appointed under articles 42 to 49.
  - b) "Appointed Director" means a non elected director appointed or re-appointed by the directors under articles 50 to 53.

### **Number of directors**

41. Unless otherwise determined by special resolution, the maximum number of directors shall be 12, of whom 2/3rds shall be Member Directors.

### **Election, retiral, re-election: Member Directors**

42. Any member who wishes to be considered for election as a director at an annual general meeting must lodge with the Partnership a written notice (in such form as the directors require), confirming that he/she is willing to be appointed; the notice must be signed by him/her and must be lodged with the Partnership at any time before the commencement of the annual general meeting.
43. At an annual general meeting the company may elect as a director (a "Member Director") any member who has given notice of his/her willingness to accept appointment in accordance with the preceding article.
44. The directors may at any time co-opt any member (providing he/she is willing to act) to be a director (a "Member Director") either to fill a vacancy or as an additional director.
45. At the first annual general meeting, all the Member initial directors shall retire from office and may offer themselves for re-election
46. The initial directors shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under the Articles
47. At each annual general meeting (other than the first)
- a) any Member Director who was coopted by the directors (under article 44) in the period from the date of the last annual general meeting shall retire from office
  - b) out of the remaining Member directors, the 2 directors who have been longest in office since they were last appointed or re-appointed shall retire from office.
48. If two or more directors were appointed or re-appointed on the same date, the question of which of them is to retire under paragraph (b) of article 47 shall be decided by the toss of a coin.
49. The Partnership may at any annual general meeting re-elect any Member Director who retires from office at the meeting under article 47 or 48 (providing he/she is willing to act); if any such Member director is not re-appointed, he/she shall retain office until the meeting appoints someone in his/her place or, if it does not do so, until the end of the meeting.

### **Appointment, vacating of office, re-appointment : Appointed Directors**

50. In addition to their powers of appointment under article 44, the directors may at any time appoint any non-member (other than an employee of the company) to be a director (an "Appointed Director") providing he/she is willing to act, either to fill a vacancy or as an additional director.
51. At the conclusion of each annual general meeting (including the first) all Appointed Directors shall vacate office.
52. Immediately following each annual general meeting, the directors may re-appoint any person who, as an Appointed Director, vacated office under the preceding article at the conclusion of the annual general meeting; the directors may alternatively appoint someone in his/her place or resolve not to fill the vacancy.
53. Notwithstanding the generality of their powers under articles 50 and 52, the member directors may coopt an individual nominated by each of the following organisations as an appointed director:

The Highland Council and Scottish Natural Heritage.

### **Disqualification and removal of directors**

54. A director shall vacate office if:

- a) he/she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director
- b) he/she is sequestrated becomes bankrupt or makes any arrangement or composition with his/her creditors
- c) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office
- d) he/she becomes an employee of the Partnership
- e) he/she resigns office by notice to the Partnership
- f) he/she is absent for a period of more than 6 months (without permission of the directors) from meetings of directors held during that period and the directors resolve to remove him/her from office

or

- g) he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 303 of the Act.

### **Appointments to office**

55. Directors shall be appointed to hold the offices of Convenor, Vice-convenor and Treasurer and any other offices which the directors may consider appropriate.

56. The appointments under the preceding article shall be made by the membership in general meeting.

57. Each office shall be held (subject to article 56) until the conclusion of the annual general meeting which next follows appointment; a director whose period of office expires under this article may be re-appointed to that office under article 56 (providing he/she is willing to act).

58. The appointment of any director to an office under article 55 shall terminate if he/she ceases to be a director or if he/she resigns from that office by notice to the Partnership.

59. If the appointment of a director to any office under article 55 terminates, the directors shall appoint another director to hold the office in his/her place.

### **Directors' interests**

60. Subject to the provisions of the Act and of section 5 of the memorandum of association and provided that he/she has disclosed to the directors the nature and extent of any personal interest which he/she has (unless immaterial, in terms of Article 73), a director (notwithstanding his/her office)

- a) may be a party to, or have some other personal interest in, any transaction or arrangement which the Partnership or any associated company has an interest
- b) may be a party to, or have some other personal interest in, any transaction in which the Partnership or any associated company has an interest
- c) may be a director or secretary of, or employed by, or have some other personal interest in, any associated company

and

- d) shall not, because of his/her office, be accountable to the Partnership for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such Partnership.

and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

61. For the purposes of the preceding article an interest of which a director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers; the references to "associated company" shall be interpreted as references to any subsidiary of the Partnership or any other company in which the Partnership has a direct or indirect interest.

#### **Directors' remuneration and expenses**

62. No director shall be entitled to any remuneration, whether in respect of his/her office as director or as holder of any office under article 55.
63. The directors may be paid all travelling and other expenses quarterly incurred by them in connection with their attendance at meetings of directors, general meetings or meetings of committees of directors or otherwise in connection with the carrying-out of their duties.

#### **Powers of directors**

64. Subject to the provisions of the Act, the memorandum of association and these articles and to any directions given by special resolution, the business of the Partnership shall be managed by the directors who may exercise all the powers of the Partnership.
65. The directors shall have the power to make rules for the conduct and management of the Partnership
66. A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

#### **Proceedings of directors**

67. Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
68. Any director may call a meeting of the directors or request the secretary to call a meeting of the directors.
69. Questions arising at a meeting of directors shall be decided by a majority of votes; in the case of an equality of votes, the chairperson shall have a second or casting vote.
70. The quorum for the transaction of the business of the directors may be fixed by the directors, and should be a minimum of three Directors or one third of the current directors.
71. The continuing directors or a sole continuing director may act notwithstanding vacancies but if the number of remaining directors is less than the number fixed as the quorum, they or he/she may act only for the purpose of filling vacancies or of calling a general meeting.
72. Unless he/she is unwilling to do so, the convenor shall preside as chairperson at every meeting of directors at which he/she is present; if the convenor is unwilling to act as chairperson or is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairperson of the meeting.
73. A director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he/she has, directly or indirectly a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the Partnership.

74. For the purposes of the preceding article, an interest of a person who is taken to be connected with a director for any purpose of the Act (excluding any statutory modification not in force at the date of incorporation of the Partnership), shall be treated as a personal interest of the director.

75. 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.

76. The Partnership may by ordinary resolution suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of articles 73 and 75.

#### **Delegation to committees of directors and holders of offices**

77. The directors may delegate any of their powers to any committee consisting of one or more directors; they may also delegate to the convenor or a director holding any other office such of their powers as they consider appropriate.

78. Any delegation of powers under the preceding article may be made subject to such conditions as the directors may impose and may be revoked or altered.

79. Subject to any condition imposed in pursuance of the preceding article, the proceedings of a committee consisting of two or more directors shall be governed by the articles regulating the proceedings of meetings of directors so far as they are capable of applying.

80. The directors may establish committees, sub-groups etc. of non-directors to undertake more general tasks for the Partnership.

#### **Secretary**

81. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

#### **Minutes**

82. The directors shall ensure that minutes are made of all proceedings at general meetings, meetings of the directors, and meetings of committees of directors; a minute of a meeting of directors or of a committee of directors shall include the names of the directors present and the minutes of each meeting shall be signed by the chairperson of that meeting. All minutes to be retained in both an electronic and hard copy form.

#### **Accounts**

83. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Partnership except as conferred by statute or as authorised by the directors or by ordinary resolution of the Partnership.

84. Accounts shall be prepared in accordance with the Companies Acts

### **Social Audit**

85. The directors may issue a report each year to the members of the Partnership (in such form as the directors may reasonably deem appropriate) setting out the social, environmental and community benefits which they consider the activities of the Partnership to have achieved.
86. The directors may arrange for an objective assessment (such assessment being referred to in these articles as a "social audit") to be made on an annual basis of the social, environmental and community benefits achieved by the Partnership; the social audit, in addition to examining the benefits of the Partnership in relation to pursuit of its objectives, shall address matters bearing on the welfare of employees

### **Notices**

87. Any notice to be given in pursuance of these articles shall be in writing; the Partnership may give any such notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his/her registered address or by leaving it at that address.
88. Any notice, if sent by post, shall be deemed to have been given at the expiry of twenty four hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

### **Winding Up**

89. If the Partnership is wound up, the liquidator shall give effect to the provisions of clause 7 of the memorandum of association.

### **Indemnity**

90. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Partnership shall be indemnified out of the assets of the Partnership against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office including, 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 in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Partnership.

### **Interpretation**

91. In these articles "the Act" means the Companies Act 1985; 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.
92. References in these articles to the singular shall be deemed to include the plural.

The Black Isle Partnership  
Memorandum and Articles of Association

Names and addresses of subscribers

1.

2.

3.

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Dated

Witness to the above signatures:

The Black Isle Partnership Memorandum  
and Articles of Association