

***Company Number: SC282315***

THE COMPANIES ACTS 1985 - 1989

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

**MEMORANDUM &  
ARTICLES of ASSOCIATION**

**of**

***Alva Glen Heritage Trust***

Incorporated on 30th March 2005

J. & H. Mitchell, W.S.  
Pitlochry

## THE COMPANIES ACTS 1985 -1989

Company limited by guarantee and not having a share capital

### **MEMORANDUM of ASSOCIATION of ALVA GLEN HERITAGE TRUST**

*The Memorandum of Association sets out the Objects of the Company and the Powers conferred upon it to enable it to achieve its Objects, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.*

#### **NAME**

1. The name of the company is “Alva Glen Heritage Trust” (“**the Trust**”).

#### **REGISTERED OFFICE**

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

#### **OBJECTS**

3. The Trust has been formed to benefit the community in Clackmannanshire, comprising all postcode units in FK7 7, FK9 5, FK10 1, FK10 2, FK10 3, FK10 4, FK11 7, FK12 5, KY12 9, KY13 0, FK13 6 and FK14 7 (“**the Community**”) with the objects (“**the Objects**”) of:
  - (a) managing and regenerating community land and associated assets for the benefit of the Community and the public in general as an important part of the protection and sustainable development of Scotland’s natural environment, where ‘sustainable development’ means development which meets the needs of the present without compromising the ability of future generations to meet their own needs; and
  - (b) fostering, planning and encouraging measures that will be of educational, environmental, cultural, social and/or recreational benefit to the Community, its inhabitants and the public generally.

#### **POWERS**

4. The Trust shall have the following powers, but only in furtherance of the Objects (and wherein reference to “**property**” means any property, assets or rights, heritable or moveable, wherever situated) namely:

##### **General**

- (a) to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Trust to achieve the Objects;
- (b) to provide advice, consultancy, training, tuition, expertise and assistance;

- (c) to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- (d) 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**

- (e) to register an interest in land and to exercise the right to buy under the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force (“the Land Reform Act”);
- (f) to purchase, take on lease, hire, or otherwise acquire any property suitable for the Trust and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Trust's property;
- (g) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;
- (h) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

**Employment**

- (i) 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**

- (j) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust;
- (k) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- (l) to borrow or raise money for the Objects and to give security in support of any such borrowings by the Trust and/or in support of any obligations undertaken by the Trust;
- (m) to set aside funds not immediately required as a reserve or for specific purposes;
- (n) to invest any funds which are not immediately required for the activities of the Trust in such investments as may be considered appropriate and to dispose of, and vary, such investments;
- (o) to make grants or loans of money and to give guarantees;

**Development**

- (p) to establish, manage and/or support any other charitable organisation, and to make donations for any charitable purpose falling within the Objects;
- (q) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- (r) 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;
- (s) to enter into contracts to provide services to or on behalf of others;

**Insurance and Protection**

- (t) to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
- (u) to oppose, or object to, any application or proceedings which may prejudice the interests of the Trust;

**Ancillary**

- (v) to pay the costs of forming the Trust and its subsequent development;
- (w) to carry out the Objects in any part of the world as principal, agent contractor, trustee or in any other capacity; and
- (x) to do anything which may be incidental or conducive to the Objects so long as these are charitable.

Declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal.

**CONSTRAINTS ON PAYMENTS OR BENEFITS TO MEMBERS**

- 5. (a) The income and property of the Trust shall be applied solely towards promoting the Objects.
- (b) 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, whether by way of dividend, bonus or otherwise (except in relation to Clause 5 (d)).
- (c) No Trustee shall be appointed as a paid employee of the Trust.
- (d) No benefit (whether in money or in kind) shall be given by the Trust to any member or Trustee except the possibility of:
  - (i) repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board of Trustees); or
  - (ii) reasonable remuneration to any member or Trustee 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); or
  - (iii) payment of interest at a rate not exceeding the commercial rate on money lent to the Trust by any member or Trustee; or
  - (iv) payment of rent at a rate not exceeding the open market rent for property let to the Trust by any member or Trustee; or
  - (v) the purchase of property from any member or Trustee provided that such purchase is at or below market value or the sale of property to any member or Trustee provided that such sale is at or above market value.

**LIMIT OF LIABILITY**

- 6. (a) The liability of all members of the Trust is limited.
- (b) 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, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

**DISSOLUTION**

7.
  - (a) 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.
  - (b) If, on the winding-up of the Trust, any property remains, after satisfaction of all its debts and liabilities, such property (including any land acquired by it in terms of the Land Reform Act) shall be given or transferred to any one or more recognised charities that are “community bodies” in terms of Section 34 of the Land Reform Act:
    - (i) having the same or a similar object(s) to the Objects;
    - (ii) as determined by not less than 75% of the Ordinary Members of the Trust present and voting at an General Meeting called specifically (but not necessarily exclusively) for the purpose; and
    - (iii) as approved thereafter by the Scottish Ministers.
  - (c) If no community body is determined by the Ordinary Members and approved by Scottish Ministers in terms of Clause 7.2, such property referred to in Clause 7.2 shall be given or transferred to the Scottish Ministers or to any one or more charitable community bodies as the Scottish Ministers may direct in terms of Section 34 of the Land Reform Act.

#### **INTERPRETATION**

8. The definitions included in Article 2 of the Trust’s Articles of Association are incorporated into this Memorandum.

**We, the Subscribers to this Memorandum of Association, wish to be formed into a limited company pursuant to this Memorandum.**

***Names and Addresses of Subscribers***

1. \_\_\_\_\_

**Ms Sandra Jane Cashmore**  
*administrative assistant*  
182 West Stirling Street  
Alva  
Clackmannanshire FK12 5BG

2. \_\_\_\_\_

**Nathan George Critchlow-Watton**  
*scientist*  
58 East Stirling Street  
Alva  
Clackmannanshire FK12 5HA

3. \_\_\_\_\_

**George Furnage**  
*public administrator (retired)*  
25 Craigton Crescent  
Alva  
Clackmannanshire FK12 5DS

4. \_\_\_\_\_

**Miss Claire Felicity Templeton**  
*revenues assistant*  
83a Queen Street  
Alva  
Clackmannanshire FK12 5AH

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Dated 23rd March 2005

Witness to the above signatures:

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Name: **William D. Crawford**

Occupation: *lecturer*

Address: 13 The Nebit  
Alva  
Clackmannanshire FK12 5DG

THE COMPANIES ACTS 1985 - 1989

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

**ARTICLES of ASSOCIATION**  
**of**  
**ALVA GLEN HERITAGE TRUST**

*The Articles of Association provide the administrative constitution of the Company, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.*

**I**  
**DEFINITIONS & INTRODUCTORY**

1. The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985, as may be amended or re-enacted, shall not apply to the Trust.
2. In these Articles of Association, the following definitions apply throughout:
  - “**the Act**” means the Companies Act 1985 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 Trustees.
  - “**Board of Trustees**” means the board of directors.
  - “**Chapter**” means any section of these Articles headed by a roman numeral, the reference thereto specifying the relative Chapter number.
  - “**clear days**” means a period excluding the day when notice is given and the day of the meeting.
  - “**Community**” means the community described in Clause of the Memorandum.
  - “**EGM**” means an Extraordinary General Meeting.
  - “**Memorandum**” means the foregoing Memorandum of Association.
  - “**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 both the Memorandum and these Articles.
  - “**Trust**” means this company.
  - “**Trustee(s)**” means the director(s) for the time being of the 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 Objects expressed in the Memorandum.

**II**

## GENERAL STRUCTURE OF THE TRUST

5. The structure of the Trust comprises:
- (a) **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, particularly in electing people to serve as Trustees and taking decisions in relation to any changes to these Articles) and Associate Members and Junior Members; and
  - (b) **Trustees** - 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.

### III 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:
- (a) **Ordinary Members:** those individuals aged 18 and over who:
    - (i) are ordinarily resident in the Community;
    - (ii) are entitled to vote at a local government election in a polling district that includes the Community or part of it; and
    - (iii) who support the Objects;declaring that, if an Ordinary Member ceases to comply with these criteria, he or she will be reclassified as an Associate Member and be notified of this by the Trust.
  - (b) **Associate Members:** those individuals who are not ordinarily resident in the Community and those organisations wherever located which support the Objects. Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.
  - (c) **Junior Members:** those individuals who are aged between 12 and 17 who support the Objects. 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:
- (a) there shall be no fewer than 20 members at any time; and
  - (b) there will be more Ordinary Members than Associate Members;
- and, in the event that the number of members falls below 20 and/or the Associate Members outnumber the Ordinary Members, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary Members to achieve the minimum number and/or maintain the majority.
9. The Board shall promptly consider applications for membership, made in such written form as it shall prescribe from time to time. The Board may, at its discretion, refuse to admit any individual or organisation to membership, except for reasons of gender, sexuality, race, religion or politics.

10. The Board shall maintain a Register of Members, setting out the name and postal address of each member, the relative category of membership and the date of the member's appointment.

#### **IV**

#### **MEMBERSHIP SUBSCRIPTIONS**

11. The Ordinary Members may at any or each AGM fix the annual subscriptions (and, if relevant, different rates thereof for different categories).
12. Members shall be required to pay the appropriate annual membership subscription, where fixed. Only those members who have paid their current subscription, where fixed, are entitled to take part in and vote at any General Meeting.
13. An individual who or organisation which ceases to be a member (for whatever reason) shall not be entitled to any refund of membership subscription.

#### **V**

#### **CESSATION OF MEMBERSHIP**

14. Any member shall cease to be a member in any one or more of the following events:
  - (a) if by notice in writing delivered to the Registered Office he, she or it resigns his, her or its membership; or
  - (b) if, being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
  - (c) if, being an individual, he or she becomes prohibited from being a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
  - (d) if, being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable).; or
  - (e) if the annual subscription due by any member remains outstanding for more than six calendar months (and provided that the member in question has been given at least one written reminder) and if the Board chooses to expel that member from membership; or
  - (f) if a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Trustees, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
  - (g) if, being an individual, he or she dies (the right of membership not being assignable).

#### **VI**

#### **GENERAL MEETINGS**

#### **Meetings of Members**

15. The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Trust. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
16. The business of each AGM shall include:
  - (a) the report by the Chairman on the activities of the Trust;
  - (b) the election of Trustees;
  - (c) fixing of annual subscriptions;
  - (d) the report of the independent financial examiner;
  - (e) approval of the annual accounts of the Trust; and
  - (f) the appointment of the independent financial examiner.
17. The provisions with regard to EGMs are as follows:
  - (a) all General Meetings, other than AGMs, shall be called Extraordinary General Meetings;
  - (b) the Board may convene an EGM whenever it thinks fit; and
  - (c) the Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 10% of the Ordinary Members, must clearly state the objects of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
18. Subject to the terms of Chapter XX, the provisions regarding notice of a General Meeting are as follows:
  - (a) 21 clear days' notice at the least shall be given of every General Meeting to each member, Trustee, the Company Secretary and the independent financial examiner;
  - (b) the notice shall 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 in terms of Article 24;
  - (c) the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.

## **VII CHAIRMAN OF GENERAL MEETINGS**

19. The Chairman of the Trust, whom failing the Vice-Chairman of the Trust (if any), shall act as chairman of each General Meeting. If neither the Chairman nor the Vice-Chairman is present or willing to act as chairman of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will act as chairman of that meeting.

## **VIII QUORUM AT GENERAL MEETINGS**

20. The quorum for a General Meeting shall be 10% of the Ordinary Members, present in person. No business shall be dealt with at any General Meeting unless a quorum is present.
21. If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the chairman of the meeting.

## **IX VOTING AT GENERAL MEETINGS**

22. The chairman of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
23. The provisions regarding voting are as follows:
  - (a) each Ordinary Member shall have one vote, to be exercised in person by a show of hands only;
  - (b) Associate Members shall have no vote;
  - (c) voting cannot be by proxy;
  - (d) in the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as any deliberative vote.
24. 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 thereon, 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 thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:
  - (a) to alter the name of the Trust; or
  - (b) to amend the Objects; or
  - (c) to amend these Articles (subject to Article 72 (b)); or
  - (d) to wind up of the Trust in terms of Clause 7 of the Memorandum of Association; or
  - (e) to purchase or sell or to grant a lease over any heritable property owned by or leased to the Trust or any of its subsidiaries and to purchase or take the tenant's part in any lease or sub-lease of heritable property wherever situated; or
  - (f) to form, acquire or dispose of any subsidiary; or
  - (g) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Trust or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
  - (h) all other Special Resolutions.
25. 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 24) 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 one or more Ordinary Members.

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

## **X**

### **ELECTION AND APPOINTMENT OF TRUSTEES**

27. The affairs of the Trust shall be directed and managed by a Board of Trustees. The Board may exercise all such powers of the Trust, and do on behalf of the Trust all acts as may be exercised and done by the Trust, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Act.
28. The number of Trustees shall be not less than five. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively), the number of Trustees shall not be more than fourteen.

#### **Interim Board**

29. Upon incorporation of the Trust, the following applies with regard to the Interim Board of Trustees:
- (a) The Subscribers (all of whom must be Ordinary Members), and any one or more individual persons whom they choose to co-opt as Co-opted Trustees in terms of Article 34, shall comprise the Interim Board.
  - (b) The Interim Board shall remain in office until the first General Meeting of the Trust, to be held as soon as practicable after incorporation, at which time each Trustee on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of Article 32(d)).
30. Employees of the Trust may not be nominated as or become Trustees.

#### **Composition of the Board of Trustees**

31. From and after the first General Meeting of the Trust, the Board shall comprise:
- (a) up to nine individual persons elected as Trustees by the Ordinary Members in terms of Article 32 (“**the Elected Trustees**”), who must themselves be Ordinary Members; and
  - (b) up to two individual persons, one appointed by Clackmannanshire Council and one appointed by Alva Community Council in terms of Article 33 (“**the Appointed Trustees**”); and
  - (c) up to three individual persons co-opted in terms of Article 34 (“**the Co-opted Trustees**”), so as to ensure a spread of skills and experience within the Board.

#### **Elected Trustees**

32. At the first General Meeting held in terms of Articles 29(b) and 31, the Ordinary Members shall elect up to nine Elected Trustees, in respect of which the following shall apply:
- (a) provided that the first General Meeting in terms of Article 29(b) is held before the first AGM, there shall be no change in or election of Trustees at the first

- AGM (except to the extent of filling any vacancies in the Board left over after the first General Meeting or caused by any retirements since);
- (b) at the second and each subsequent AGM, one-third of the Elected Trustees (or the nearest number upwards) shall retire from office;
  - (c) a retiring Elected Trustee shall retain office until the close or adjournment of the meeting;
  - (d) a retiring Trustee shall be eligible for re-election after one term of office, but no Trustee can serve more than two consecutive terms of office, without at least one year out of office before being eligible again;
  - (e) if no other Trustee has or Trustees have decided or agreed to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot;
  - (f) nomination of any Elected Trustee, who shall be (or be eligible to become) an Ordinary Member, shall be in writing by not less than any two Ordinary Members delivered to the Registered Office not less than 7 days prior to the date of the AGM in question and wherein the nominee shall confirm his or her willingness to act as an Elected Trustee if elected; and
  - (g) election of any Elected Trustee shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Trustees on the Board.

#### **Appointed Trustees**

33. Up to one individual may be appointed by each of Clackmannanshire Council, or its successors, and Alva Community Council, or its successors, (each hereinafter referred in this Article as “the appointing body”) in respect of which the following shall apply:
- (a) on receipt of the Notice for each AGM of the Trust, including the first General Meeting held after incorporation, the appointing body shall intimate the Trustee being appointed by it at the AGM, by written notice delivered to the Registered Office not less than 2 days before the start of the meeting, failing which any Trustee previously appointed by it shall remain in office; and
  - (b) the appointing body may appoint or remove its appointed Trustee at any time, by written notice to that effect delivered to the Registered Office not less than 2 days before the meeting at which the change is to take effect.

#### **Co-opted Trustees**

34. Up to three individuals may be co-opted from time to time by the Board of Trustees itself, as follows:
- (a) a Co-opted Trustee must be eligible to be and become an Ordinary Member (if not one already)
  - (b) subject to Article 34(d), a Co-opted Trustee shall serve until the next AGM after his or her co-option;
  - (c) a Co-opted Trustee can be re-co-opted at such next AGM;
  - (d) a Co-opted Trustee can be removed from office at any time by a simple majority of the Board; and
  - (e) for the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.

35. The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Trustee from or after the date of such retiral or deemed retiral until the next AGM.
36. The Board shall ensure that a Register of Trustees is maintained, which sets out the full details of each Trustee as required for all registration purposes, including the date and type of appointment and the date of retiral.

## **XI RETIRAL OF TRUSTEES**

37. Any trustee must cease to be a Trustee in any one or more of the following events:
- (a) if he or she is prohibited from being a member in terms of Chapter V;
  - (b) if, being an Elected or Co-opted Trustee, he or she ceases to be an Ordinary Member in terms of either Article 7 (a) or Article 14;
  - (c) if he or she is employed by or holds any office of profit under or is employed by the Trust (except where the provisions of Clause 5(d)(ii) of the Memorandum shall apply); or
  - (d) if he or she is an employee of the Trust;
  - (e) if he or she becomes incapable for medical reasons of fulfilling the duties of a Trustee and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
  - (f) if he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
  - (g) if by notice in writing delivered to the Registered Office he or she resigns his or her office.

## **XII CHAIRMAN AND VICE-CHAIRMAN**

38. The Board shall meet as soon as practicable immediately after each AGM to appoint a Chairman, and if desired a Vice-Chairman, from the Trustees (either or both of whom can be Co-opted Trustees).

## **XIII PERSONAL INTERESTS**

39. Any Trustee 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 Trustee or employee in question, but also his or her partner, close relative or business associate, or any firm of which he is a partner or employee, or any limited company of which he is a director, employee or shareholder of more than 5% of the equity.
40. Additionally, the Board may resolve at any time to require all Trustees 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 Trustee or employee concerned, by members of the public.

41. Whenever a Trustee finds that there is a personal interest, as defined in Article 39, he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
- (a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
  - (b) whether the Trustee in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
  - (c) whether the Trustee in question should be required to be absent during that particular element of the meeting and, in terms of Article 43, where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.

#### **XIV QUORUM AT BOARD MEETINGS**

42. The quorum for Board meetings shall be not less than 50% of all the Trustees, provided that the Elected Trustees and the Co-opted Trustees are together always in the majority at any Board meeting. No business shall be dealt with at a Board meeting unless a quorum is present.
43. A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

#### **XV MEETINGS OF THE BOARD OF TRUSTEES**

44. 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.
45. 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 24 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 Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
46. A Trustee may, and on the request of a Trustee the Company Secretary shall summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.
47. The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the

remaining Trustees may appoint one of the Trustees to be chairman of the Board meeting, which failing the meeting shall be adjourned until a time when the Chairman or Vice-Chairman will be available.

48. The chairman of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chairman of the meeting shall have a casting vote as well as a deliberative vote.
49. The Board may delegate any of its powers to sub-committees, each consisting of not less than one Trustee and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.
50. The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
51. No alteration of the Memorandum or Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
52. A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
53. The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in Article 28 may not conduct any business other than to appoint sufficient Trustees to match or exceed that minimum.
54. 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.
55. The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to the Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

**XVI**  
**COMPANY SECRETARY, MINUTE SECRETARY,**  
**TREASURER & PRINCIPAL OFFICER**

56. The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.
57. The Board may appoint a Minute Secretary, for the purposes of Article 50, 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.
58. The Board may appoint a Treasurer 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 Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.
59. The Board may appoint a Principal Officer of the Trust on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.

**XVII**  
**HONORARY PATRON(S)**

60. The Ordinary Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Trust, who would be appointed either for such fixed period as the Ordinary Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons are entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

**XVIII**  
**FINANCES**

61. The banking account or accounts of the Trust shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
62. All cheques and other negotiable instruments, and all receipts for monies paid to the Trust, shall 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.
63. The Board shall ensure that all funds and assets of the Trust are applied towards achieving the Objects.

## **XIX ACCOUNTS**

64. The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.
65. The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees.
66. Once at least in every year, or as otherwise provided for by the Act, the accounts of the Trust shall be audited and their correctness ascertained by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.
67. At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the Trust). The accounts shall be accompanied by proper reports of the Board and the independent financial examiner. Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting at which they fall to be approved, be delivered or sent to all members, Trustees, the Company Secretary and the independent financial examiner, or otherwise be available for inspection on the website of the Trust (with the independent all members, Trustees, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

## **XX NOTICES**

68. A notice may be served by the Trust upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Members.
69. 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.
70. 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 fax or 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.

## **XXI INDEMNITY**

71. Subject to the terms of the Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company Secretary, Treasurer and all

employees of the Trust shall be indemnified out of the funds of the Trust against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Trust and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

## **XXII**

### **ALTERATION TO THE MEMORANDUM & ARTICLES OF ASSOCIATION**

72. Any alteration to the Memorandum and/or these Articles may be made only upon the following conditions:
- (a) 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
  - (b) with the written consent of the Scottish Ministers, through the Scottish Executive Environment and Rural Affairs Department (or its successors), in terms of Section 35(1) of the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force; and
  - (c) with the written consent of IR Charities (and its successors) in confirmation that such changes shall not adversely affect the Trust's recognition or registration as a Scottish charity.

## **XXIII**

### **DISSOLUTION**

73. Clause 7 of the Memorandum of Association of the Trust, relating to the winding up and dissolution of the Trust, shall have effect as if its provisions were repeated in these Articles.

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**Names and Addresses of Subscribers**

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1. \_\_\_\_\_

**Ms Sandra Jane Cashmore**  
*administrative assistant*  
182 West Stirling Street  
Alva  
Clackmannanshire FK12 5BG

2. \_\_\_\_\_

**Nathan George Critchlow-Watton**  
*scientist*  
58 East Stirling Street  
Alva  
Clackmannanshire FK12 5HA

3. \_\_\_\_\_

**George Furnage**  
*public administrator (retired)*  
25 Craigton Crescent  
Alva  
Clackmannanshire FK12 5DS

4. \_\_\_\_\_

**Miss Claire Felicity Templeton**  
*revenues assistant*  
83a Queen Street  
Alva  
Clackmannanshire FK12 5AH

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Dated 23rd March 2005

Witness to the above signatures:

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Name: **William D. Crawford**

Occupation: *lecturer*

Address: 13 The Nebit  
Alva  
Clackmannanshire FK12 5DG