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THE COMPANIES ACTS 1985 - 1989

Company limited by guarantee
and not having a share capital

MEMORANDUM and
ARTICLES of ASSOCIATION

of

Isle of Rum Community Trust

(as amended by Special Resolution passed at Annual General Meeting held on 20th April 2009)

THE COMPANIES ACTS 1985 -1989

Company limited by guarantee and not having a share capital

MEMORANDUM of ASSOCIATION

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 Isle of Rum Community Trust ("**the Company**").
	REGISTERED OFFICE
2.	The Registered Office of the Company is situated in Scotland.
	OBJECTS
3.	The Company has been formed to benefit the community of Isle of Rum as defined by the postcode unit PH43 4RR ("**the Community**") with the following objects ("**the Objects**"):
3.1	To manage 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.
3.2	To advance the education of the Community about its environment, culture and/or history.
3.3	To promote for the public benefit rural regeneration, following principles of sustainable development, where "sustainable development" means development which meets the needs of the present without compromising the ability of future generations to meet their own needs, in areas of social and economic deprivation within the Community by the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing.
	POWERS
4	The Company 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).
	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 thereof willing to assist the Company to achieve the Objects.

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 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**").
4.6	To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company 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 Company's property.
4.7	To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company.
4.8	To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.
	Employment
4.9	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 Company.
	Funding and Financial
4.10	To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company.
4.11	To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
4.12	To borrow or raise money for the Objects and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company.
4.13	To set aside funds not immediately required as a reserve or for specific purposes.
4.14	To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments.
4.15	To make grants or loans of money and to give guarantees.
	Development
4.16	To establish, manage and/or support any other charitable organisation, and to make donations for any charitable purpose falling within the Objects.
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 Company 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 Company.
	Ancillary
4.22	To pay the costs of forming the Company and its subsequent development.
4.23	To carry out the Objects as principal, agent, contractor, trustee or in any other capacity.
4.24	To do anything which may be incidental or conducive to the Objects so long as these are charitable.

	CONSTRAINTS ON RETURNS TO MEMBERS
5.1	The income and property of the Company shall be applied solely towards promoting the Objects and do not belong to the members. Any surplus income or assets of the Company are to be applied for the benefit of the Community.
5.2	No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except in relation to Clause 5.4.
5.3	No Director shall be appointed as a paid employee of the Company.
5.4	No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:
5.4.1	repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
5.4.2	reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or
5.4.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
5.4.4	payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
5.4.5	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.
	and in any such event the terms of Articles 39 - 41 shall specifically apply.
	LIMIT OF LIABILITY
6.1	The liability of all members of the Company is limited.
6.2	Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company 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
7.1	The winding-up of the Company 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, on the winding-up of the Company, 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 such other community body or bodies or crofting community body or bodies as may be: (a) determined by not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and (b) approved thereafter by the Scottish Ministers; under declaration that, if the Company is a charity at or before the time of its winding up, then the community body or bodies or crofting community body or bodies referred to above must also be a charity or charities.
7.3	If no such community body or crofting community body is determined by the Ordinary members and approved by the Scottish Ministers in terms of Clause 7.2, such property referred to in Clause 7.2 shall be transferred to the Scottish Ministers or to such charity or charities as the Scottish Ministers may direct.
7.4	In Clause 7, "community body" and "crofting community body" have the meanings ascribed to them respectively in Sections 34 and 71 of the Land Reform Act and "charity" has the meaning ascribed to it in Section 34(8) of the Land Reform Act.
	INTERPRETATION
8	The definitions included in Article 2 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.**_____ Name: Address: **2.**_____ Name: Address: **3.**_____ Name: Address:
	Dated:
	Witness to the above signatures: _____ Name**:** Occupation: Address:

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ARTICLES of ASSOCIATION

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.

	DEFINITIONS and 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 Company.
2	In these Articles of Association, the following definitions apply throughout: "**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 Directors. "**Clear days**" means a period excluding the day when notice is given and the day of the meeting. "**Community"** means the community area described in Clause 3 of the Memorandum. "**Director(s)**" means the director(s) for the time being of the Company. "**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.
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 Company is established to achieve the Objects.
	GENERAL STRUCTURE OF THE COMPANY
5	The structure of the Company comprises:
5.1	**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), the Associate Members and the Junior Members and the Nominated Members; and

5.2	**Directors** - who hold regular meetings between each AGM, set the strategy and policy of the Company, generally control and supervise the activities of the Company 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 Company.
	MEMBERSHIP
6	The members of the Company shall consist of the Subscribers (being those Ordinary Members who sign the original Memorandum and Articles of Association) and such other persons and organisations as are admitted to membership in terms of these Articles.
7	Membership of the Company is open to:
7.1	**Ordinary Members:** those individuals aged 18 and over who: (a) are ordinarily resident in the Community; and (b) are entitled to vote at a local government election in a polling district that includes the Community or part of it; and (c) 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 Company.
7.2	**Associate Members:** those individuals who are not ordinarily resident in the Community and those organisations wherever located that support the Objects. Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.
7.3	**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.
7.4	**Nominated Members:** (First) The Highland Council, established in terms of The Local Government etc (Scotland)Act 1994 and having its principal office at Glenurquhart Road, Inverness, IV3 5NX and (Second) Scottish Natural Heritage, established under the Natural Heritage (Scotland) Act 1991 and having its principal office at Great Glen House, Leachkin Road, Inverness.
8	The following conditions apply to membership:
8.1	The Company shall have not fewer than 20 members at any time; and
8.2	The majority of the members of the Company shall consist of Ordinary Members;
	and, in the event that the number of members falls below 20 or that the majority of members of the Company does not consist of Ordinary Members, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary Members to achieve the minimum number and/or maintain the majority.
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 by virtue of Article 8 or has previously been a member of the Company and 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, the relative category of membership and the date of the member's appointment.

	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.
	CESSATION OF MEMBERSHIP
14	A member shall cease to be a member if:
14.1	he, she or it sends written notice of resignation to the Company; or
14.2	being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement with his or her creditors; or
14.3	being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable); or
14.4	the annual subscription due 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
14.5	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 Directors, 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
14.6	being an individual, he or she dies (the right of membership not being assignable).
	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 Company. 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:
16.1	the report by the Chairman on the activities of the Company;
16.2	the election of Directors;
16.3	fixing of annual subscriptions;
16.4	the report of the auditor;
16.5	approval of the accounts of the Company; and
16.6	the appointment of the auditor.
17	The provisions with regard to EGMs are as follows:
17.1	all General Meetings, other than AGMs, shall be called Extraordinary General Meetings;
17.2	the Board may convene an EGM whenever it thinks fit; and

17.3	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 Articles 67 and 68, the provisions regarding notice of a General Meeting are as follows:
18.1	21 clear days' notice at the least shall be given of every General Meeting to each member, Director, the Company Secretary and the auditor;
18.2	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;
18.3	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.
	CHAIRMAN OF GENERAL MEETINGS
19	The Chairman of the Company, whom failing the Vice-Chairman of the Company (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 Directors present shall elect from among themselves one of the Elected Directors who will act as chairman of that meeting.
	QUORUM AT GENERAL MEETINGS
20	The quorum for a General Meeting shall be 10% of the Ordinary Members, present in person **and provided always that the majority of those attending are Ordinary Members**. 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.
	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:

23.1	each Ordinary Member shall have one vote, to be exercised in person by a show of hands (unless a secret ballot is demanded by the chairman 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 chairman 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 chairman of the meeting shall appoint and instruct tellers, who may cast their own personal votes if Ordinary Members);
23.2	Associate and Junior Members shall have no vote;
23.3	voting cannot be by proxy;
23.4	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.
23.5	Each nominated Member shall have one vote to be exercised by the duly authorised representative of the Nominated Member
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:
24.1	to alter the name of the Company; or
24.2	to amend the Objects; or
24.3	to amend these Articles (subject to Article 72.2); or
24.4	to wind up of the Company in terms of Clause 7 of the Memorandum of Association; or
24.5	to purchase or sell or to grant a lease over any heritable property owned by or leased to the Company 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
24.6	to form, acquire or dispose of any subsidiary; or
24.7	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 Company 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
24.8	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 Company 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.
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.
	APPOINTMENT OF DIRECTORS

27	The affairs, property and funds of the Company shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Company, and may on behalf of the Company do all acts as may be exercised and done by the Company, 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.
28	The number of Directors shall be not less than five. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than fourteen.
	Interim Board
29	Upon incorporation of the Company, the following applies with regard to the Interim Board of Directors:
29.1	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 Directors in terms of Article 34, shall comprise the Interim Board.
29.2	The Interim Board shall remain in office until the first General Meeting of the Company, to be held as soon as practicable after incorporation, at which time each Director 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 32.4).
30	Employees of the Company may not be nominated as or become Directors.
	Composition of the Board of Directors
31	From and after the first General Meeting of the Company, the Board shall comprise:
31.1	Up to nine individual persons elected as Directors by the Ordinary Members in terms of Article 32 ("the Elected Directors"), who must themselves be Ordinary Members; and
31.2	**No more than** one individual person appointed by each of (1) The Highland Council and (2) Scottish Natural Heritage in terms of Article 33 ("the Appointed Directors"); and
31.3	**No more than** three individual persons co-opted in terms of Article 34 ("the Co-opted Directors"), so as to ensure a spread of skills and experience within the Board.
31.4	The number of directors elected from Ordinary members must always be greater than the sum of appointed directors and co opted directors.
	Elected Directors
32	At the first General Meeting held in terms of Articles 29.2 and 31, the Ordinary Members shall elect up to nine Elected Directors, in respect of which the following shall apply:
32.1	provided that the first General Meeting in terms of Article 29.2 is held before the first AGM, there shall be no change in or election of Directors 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 retirals since);
32.2	at the second and each subsequent AGM, one-third of the Elected Directors (or the nearest number upwards) shall retire from office;
32.3	a retiring Elected Director shall retain office until the close or adjournment of the meeting;
32.4	a retiring Director shall be eligible for re-election after one term of office, but no Director can serve more than two consecutive terms of office, without at least one year out of office before being eligible again;

32.5	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;
32.6	nomination of any Elected Director, who shall himself or herself 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 Director if elected; and
32.7	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.
	Appointed Directors
33	Up to one individual may be appointed by each of (1) The Highland Council established in terms of the Local Government etc (Scotland) Act 1994 and having its principal office at Glenurquhart Road, Inverness, IV3 5NX and (2) Scottish Natural Heritage in respect of which the following shall apply:
33.1	on receipt of the Notice for each AGM of the Company, including the first General Meeting held after incorporation, the said The Highland Council and Scottish Natural Heritage (or its respective successors) intimate the Director (and alternate Director if required) 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 Director previously appointed by it shall remain in office; and
33.2	The Highland Council and Scottish Natural Heritage (or its successors) may appoint or remove its appointed Director 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.
33.3	The Highland Council and Scottish Natural Heritage (or its successors) each may appoint a person to act as an alternate Director who shall be entitled to attend and vote at any meetings or committees of the Directors.
	Co-opted Directors
34	Up to three individuals may be co-opted from time to time by the Board of Directors itself, as follows:
34.1	subject to Article 34.3, a Co-opted Director shall serve until the next AGM after his or her co-option;
34.2	a Co-opted Director can be re-co-opted at such next AGM;
34.3	a Co-opted Director can be removed from office at any time by a simple majority of the Board; and
34.4	for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.
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 Director from or after the date of such retiral or deemed retiral until the next AGM.
36	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 retiral.
	RETIRAL OF DIRECTORS

37	A Director shall retire or be deemed to retire if:
37.1	being an Elected Director, he or she ceases to be an Ordinary Member in terms of either Articles 7.1 or 14;
37.2	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
37.4	he or she is employed by or holds any office of profit under the Company (except where the provisions of Clause 5.4.2 of the Memorandum shall apply); or
37.5	he or she becomes incapable for medical reasons of fulfilling the duties of a Director 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
37.6	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
37.7	by written notice to the Registered Office, he or she resigns as a Director.
	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 Elected Directors.

	PERSONAL INTERESTS
39	Any Director and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically to any relevant meeting of the Company. A personal interest includes not only the interest of the Director 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 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 Company and, with the express prior written approval of the Director or employee concerned, by members of the public.
41	Whenever a Director 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:
41.1	whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
41.2	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
41.3	whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of Article 43, where a Director leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.

	QUORUM AT BOARD MEETINGS
42	The quorum for Board meetings shall be not less than 50% of all the Directors, provided that the Elected Directors are always in the majority at any Board meeting. No business shall be dealt with at a Board meeting unless such a quorum is present.
43	A Director 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.
	MEETINGS OF THE BOARD OF DIRECTORS
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 Directors agree unanimously in writing to dispense with such notice on any specific occasion.
46	A Director may, and on the request of a Director the Company Secretary shall summon a meeting of the Board by notice served upon all Directors, 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 Directors may appoint one of the Elected Directors 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 Director 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 Director 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 Directors.

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 Directors 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 Directors 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 Directors falls below the minimum number specified in Article 28 may not conduct any business other than to appoint sufficient Directors 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.
	COMPANY SECRETARY, MINUTE SECRETARY, TREASURER and 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 (but shall have no vote at) 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 wish to keep confidential to itself.
59	The Board may appoint a Principal Officer of the Company 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.
	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 Company, 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.
	FINANCES
61	The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
62	All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
63	The Board shall ensure that all funds and assets of the Company are applied towards achieving the Objects.
	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 Directors.
66	The accounts of the Company shall be audited regularly: either once in every year, or less frequently if a longer accounting period is provided for by the Act. An auditor shall be appointed for this task 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 Company). The accounts shall be accompanied by proper reports of the Board and the auditor. 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, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).
	NOTICES
68	A notice may be served by the Company 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 Company 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 Company where the Company 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
71	Subject to the terms of the Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Company shall be indemnified out of the funds of the Company 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 Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.
	ALTERATION TO THE MEMORANDUM and ARTICLES OF ASSOCIATION
72	Any alteration to the Memorandum and/or these Articles may be made only upon the following conditions:
72.1	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;
	DISSOLUTION
73	Clause 7 of the Memorandum of Association of the Company, relating to the winding up and dissolution of the Company, shall have effect as if its provisions were repeated in these Articles.

Names and Addresses of Subscribers
1._____ Name: Address: **2.**_____ Name: Address: **3.**_____ Name: Address:
Dated:

Witness to the above signatures:

_____

Name**:**

Occupation:

Address:

Additional clause re Proxy Voting

23.3 An Ordinary Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:

(a) A proxy need not be a member.

(b) A proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote thereat.

(c) The form appointing the Proxy shall be in the following form:

Name of company:

I……..……,

of……,
being an Ordinary Member of the above Company hereby

appoint……..……,

of ……..……,

and, failing him or her, ……...……,

of……,
as my proxy to vote for me on my behalf at the (Annual/Extraordinary) meeting of the Company to be held on..... and at any adjournment thereof.

This form is to be used in favour of/against the resolution.

Signed.....day of .....

Signature of member appointing proxy ……

(d) The form appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy thereof shall be lodged at the Registered Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid.

(e) No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the granter in writing at the Registered Office.

(f) A vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld).