

SC395912

THE COMPANIES ACT 2006
COMPANY LIMITED BY
GUARANTEE AND NOT HAVING A
SHARE CAPITAL
MEMORANDUM AND ARTICLES OF
ASSOCIATION
of
PLAY BORDERS

2011
PCF/LS/AEB

MORTON FRASER
SOLICITORS

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THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
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PLAY BORDERS

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1 **Name**

The Company's name is Play Borders (and in this document it is called the "**Company**").

2 **Interpretation**

2.1 In these articles:-

the "**Act**" means the Companies Act 2006;

"**charity**" means a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2006, providing (in either case) that its objects are limited to charitable purposes;

"**charitable**" and "**charitable purpose**" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

"**Charities Act**" means the Charities and Trustee Investment (Scotland) Act 2005;

"**Director**" means a director of the Company from time to time;

"**electronic communication**" means a document or information sent or supplied in electronic form;

"**electronic form**" has the meaning given in section 1168 of the Act;

"**electronic signature**" means, in the case of an electronic communication, authentication in accordance with Section 1146 of the Act;

"**Member**" means a member of the Company from time to time;

"**OSCR**" means the Office of the Scottish Charity Regulator;

"**property**" means any property, heritable or moveable, real or personal, wherever situated; and

"**subsidiary**" has the meaning given in section 1159 of the Act.

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

2.3 References in these articles to the singular shall be deemed to include the plural and vice versa.

2.4 Expressions referring to 'writing' shall, unless otherwise stated, be construed as including references to printing, lithography, photography, electronic and digital reproduction and other means of representing or reproducing words in a visible form.

2.5 The provisions of Section 1168 of the Act shall apply in determining whether or not a document or information has been sent in electronic form.

3 **Limited Liability**

3.1 The liability of the members is limited.

- 3.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company's assets if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the Company's debts and liabilities contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

4 Objects

This clause shall be interpreted as if it incorporated an over-riding qualification limiting the powers of the Company such that any activity which would otherwise be permitted by the terms of the clause may be carried on only if that activity furthers a purpose which is regarded as charitable. Subject to that overriding qualification the Company's objects are:-

- 4.1 to promote the care, well-being and education of children in need of care during out of school hours and school holidays and at other times and to promote the provision of facilities for the recreation and other leisure time occupation of such children, in the interests of social welfare, with the object of improving their conditions of life; and
- 4.2 to advance the education and training of persons providing such care, education and recreational facilities.

5 In furtherance of these core objects, the Company shall:-

- 5.1 assist the development of children of all ages through all forms of education and play activity;
- 5.2 manage and operate a toy library;
- 5.3 provide support, encouragement, information and resources to community groups, voluntary organisations, statutory agencies and others who are running or who are attempting to establish educational, play and/ or out of school care facilities;
- 5.4 assist with the development of appropriate training for those providing educational, play and/ or out of school care for children;
- 5.5 enable workers and community groups, statutory and non-statutory agencies and others involved in the provision of educational, play and/ or out of school care for school aged children to share information and experience;
- 5.6 develop local information and support networks;
- 5.7 encourage practical cooperation between those organisations involved in the provision of education, care or recreational facilities for children;
- 5.8 act as a facilitator between its Members and other individuals, groups and organisations operating in the child care sector to encourage mutual support, the exchange of information and skills, and the development of ideas and initiatives;
- 5.9 promote the benefits of play within those organisations involved in the provision of education, care or recreational facilities for children;
- 5.10 increase public awareness of the need for educational, play and/ or out of school care services in their area and what can be done to meet this need;
- 5.11 encourage local authorities to assess the play and out of school care need in their area and to find ways of responding to them;

- 5.12 promote, encourage and support the need for quality provision for children during out of school hours; and
- 5.13 act in a non-party political, non-sectarian and non-racist manner at all times.

6 Powers

For the purpose of the Company's objects (but not otherwise) the Company has the following powers:-

6.1 Ownership and Preservation of, and access to, the Company's Property

- 6.1.1 To acquire and take over the whole or any part of the undertaking and liabilities of any organisation or person entitled to any property or rights suitable for any of the objects of the Company.
- 6.1.2 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the objects of the Company.
- 6.1.3 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company.
- 6.1.4 To sell, feu, let, lend, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company, provided such act is advantageous for the purposes of the objects of the Company.

6.2 Printed and Other Media

- 6.2.1 To promote and encourage the objects of the Company by means of the circulation of all forms of printed matter and electronic, digital and other media, and publish, print and sell books, papers, circulars, periodicals, disks, CD ROMs, DVDs, audio and video cassettes or any other appropriate media, and establish, maintain and operate internet web-sites and other platforms for the circulation of electronic, digital and other material and, by means of the organisation of tours, visits, excursions and the like, to encourage the collection and dissemination of knowledge useful for, or conducive to, the objects of the Company.
- 6.2.2 To promote lectures and meetings, and by those means and by wireless, sound and video recording and projecting instruments, computers, the internet and all other forms of electronic, digital and other communication, photographs, exhibitions, libraries and collections of relics, designs, drawings, models, and objects which are of artistic, architectural, scientific, aesthetic or historic interest, to disseminate knowledge useful for, and conducive to, the objects of the Company.

6.3 Financial Matters

- 6.3.1 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- 6.3.2 To borrow money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person.
- 6.3.3 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques and other negotiable or transferable instruments.

- 6.3.4 To invest funds not immediately required for the purposes of the Company's activities in such investments and securities (including land in any part of the world) and in such manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of and vary such investments and securities.
- 6.3.5 To delegate the management of the Company's investments and securities to a financial expert or firm of financial experts or other suitably qualified person or body.
- 6.3.6 To arrange for the Company's investments, securities or other property to be held in the name of a nominee (being a corporate body registered or having an established place of business in Scotland, England, Wales or Northern Ireland) under the control of the Members or of an investment manager acting under their instructions and to pay any reasonable fee required.

6.4 Co-operation with others

- 6.4.1 To oppose or object, either alone or with others, to any application or proceedings which may prejudice the Company's interests.
- 6.4.2 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 obtain from any such organisation, government or authority any right, privilege or concession.
- 6.4.3 To enter into any arrangement for co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated.
- 6.4.4 To establish, support and/or merge or amalgamate with any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on.
- 6.4.5 To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Company or with the furtherance of its objects.
- 6.4.6 To promote any company or other entities to carry on the activities of the Company that might be in the nature of a trade and to transfer any of the trades or operations of the Company to any such company or other entity.

6.5 Staff

- 6.5.1 To employ staff and obtain professional assistance of all kinds.

- 6.5.2 To remunerate any individual in the employment of, or any person, firm, company or other organisation which has provided services to, the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the spouse, widow/er, relatives and dependents of any such individual; to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.

6.6 Fund raising

- 6.6.1 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company.
- 6.6.2 To take such steps (by way of personal or written appeals, public meetings, fund raising events or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans donations or otherwise.

6.7 General

- 6.7.1 To manufacture, buy, sell, rent, lend, let on hire and deal in all articles and commodities, of whatsoever nature, as may be deemed suitable or desirable for promoting the objects of the Company.
- 6.7.2 To carry on the business of sale or supply of goods and services (including property letting, venue hire and event organisation) which can be sold or supplied for the purposes of, or otherwise in connection with, the Company's objects.
- 6.7.3 To purchase and maintain insurances against all or any losses, damages, risks and liabilities which may affect the Company or its activities in any way.
- 6.7.4 To carry out any of the powers of the Company in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- 6.7.5 To do anything which may be incidental or conducive to the attainment of any of the objects of the Company.
- 6.7.6 To pay out of the funds of the Company all expenses which the Company may lawfully pay for, or are incidental to, the restructuring and registration of, or the raising of money for, the Company.

7 Application of Income and Property

- 7.1 The income and property of the Company shall be applied solely towards promoting the Company's objects.
- 7.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the Members, whether by way of dividend, bonus or otherwise.

- 7.3 No benefit (whether in money or in kind) shall be given by the Company to any Director except (i) repayment of out of pocket expenses or (ii) reasonable payment in return for particular services actually rendered to the Company (not being of the nature of Director's duties or management of the Company). The prohibition of such payments shall not apply to any payment made in the circumstances permitted by section 67 of the Charities Act.

8 Membership

- 8.1 The Members of the Company shall be:-

- 8.1.1 the subscribers to the Memorandum of Association;
- 8.1.2 such other individuals who are over 18 years of age and are sympathetic to and supportive of the Company's objects and are admitted to membership in accordance with these Articles; and
- 8.1.3 such other groups or organisations which are sympathetic to and supportive of the Company's objects and who are admitted to membership in accordance with these Articles.

- 8.2 Membership applications shall be considered by the Directors.

- 8.3 An annual subscription shall be payable by Members. The level of the annual subscription shall be set by the Directors and shall be notified to the Members at each Annual General Meeting. Annual subscriptions shall be collected by the Treasurer.

- 8.4 Any organisation or body applying for membership shall nominate in writing a person to act as its representative in applying for membership, in exercising the rights of nomination and nominating a new representative. Such nominations may also provide for an alternative nominee to represent the organisation when the primary nominee is not available. For as long as the organisation is a Member, such nomination shall continue until the Company receives notification from the organisation of changes.

- 8.5 The name of each Member shall be entered in a register of members, and the existence or not of a name within the register of members shall be conclusive evidence of the status of an individual as a Member or not.

9 Termination/ Withdrawal of Membership

Membership shall not be transferable and shall cease:-

- 9.1 on the death of the Member;
- 9.2 if the Member ceases to exist;
- 9.3 if a bankruptcy order is made against that Member, or a composition is made with that Member's creditors generally in satisfaction of that Member's debts;
- 9.4 if a registered medical practitioner who is treating that Member gives a written opinion to the Company stating that that Member has become physically or mentally incapable of acting as a Member and may remain so for more than three months;
- 9.5 by reason of that Member's mental health, a court makes an order which wholly or partly prevents that Member from personally exercising any powers or rights which that Member would otherwise have;

- 9.6 if by notice in writing submitted to the Company that Member resigns from membership;
- 9.7 if that Member fails to pay the annual subscription fee when it is due in any year;
- 9.8 if the Member is guilty of such conduct as is contrary to the objects of the Company and that Member's appointment is terminated by instrument in writing signed on behalf of the Company by two directors.

General Meetings

- 10 The Company shall hold a general meeting as its annual general meeting; each annual general meeting shall be held within seven months of the end of the Company's financial year.
- 11 All meetings other than annual general meetings are to be called general meetings.
- 12 The Directors must convene a general meeting if there is a valid requisition by Members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518(2) of the Act).
- 13 Subject to the preceding article and to the requirements under section 336 of the Act (which lay down the maximum period which can pass before the first annual general meeting and the maximum period between one annual general meeting and the next), the Directors may convene general meetings whenever they think fit.

Notice of General Meetings

- 14 At least twenty-one days' notice must be given of all general meetings.
- 15 The reference to "clear days" in article 14 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.
- 16 A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of any business to be dealt with at the meeting and (b) if a special resolution (see article 19) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
- 17 A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting.
- 18 Notice of every general meeting shall be given to all the members and (if there are auditors in office at the time) to the auditors.

Special Resolutions and Ordinary Resolutions

- 19 For the purposes of these articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an annual general meeting or general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 14 to 18 inclusive; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
- 20 In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the Company by special resolution:-
- 20.1 to alter its name;

20.2 (subject to the provisions of the Act and the Charities Act) to alter the Company's objects; and

20.3 to alter any provision of these Articles or adopt new Articles of Association.

- 21 For the purposes of these articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour of as compared with those votes cast against, and (as applicable) the chairperson's casting vote) at an annual general meeting or general meeting, providing proper notice of the meeting has been given in accordance with articles 14 to 18 inclusive.

Proceedings at General Meetings

- 22 No business shall be transacted at any meeting unless a quorum is present. Eight Members at the time of the meeting, present in person or by proxy, shall be a quorum.

- 23 If the quorum required under article 22 is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

- 24 The chairperson of the Directors shall (if present and willing to act as chairperson) preside as chairperson of the meeting; if the chairperson is not present and willing to act as chairperson within half an hour of the time appointed for holding the meeting, the Directors present shall elect one of their number to act as chairperson or, if there is only one Director present and willing to act, he/she shall be chairperson.

- 25 The chairperson may, with the consent of the meeting at which a quorum is present (and must, if the meeting requests him/her to do so), adjourn the meeting but not for a period in excess of thirty days; no notice need be given of an adjourned meeting.

- 26 A resolution put to the vote of a meeting shall be decided on a show of hands unless before the show of hands, or immediately after the result of the show of hands is declared, a secret ballot is demanded by the chairperson, or by at least two Members present in person at the meeting.

- 27 If a secret ballot is demanded in accordance with the preceding article it shall be taken at once, and shall be conducted in such manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

28 Votes of Members

Every Member shall have one vote which (whether on a show of hands or on a secret ballot) must be given personally or by proxy.

29 Content of Proxy Notices

- 29.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:-

29.1.1 states the name and address of the Member appointing the proxy;

29.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

29.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 29.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 29.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 29.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 29.4 Unless a proxy notice indicates otherwise, it must be treated as:-
 - 29.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 29.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 29.5 Any Member who wishes to appoint a proxy to vote on his/her behalf at any meeting (or adjourned meeting):-
 - 29.5.1 shall lodge with the Company, at the Company's registered office, a written instrument of proxy (in such form as the Directors require), signed by him/her; or
 - 29.5.2 shall send by electronic communication to the Company, at such electronic address as may have been notified to the Members by the Company for that purpose, an instrument of proxy (in such form as the Directors require)

providing (in either case), the instrument of proxy is received by the Company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).

30 Delivery of Proxy Votes

- 30.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 30.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 30.3 A notice revoking a proxy appointment only takes effect if it is delivered (or, where sent by electronic communication, was received by the Company at the address notified by the Company to the Members for the purpose of electronic communications) before the start of the meeting or adjourned meeting to which it relates.
- 30.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

31 Appointment of Directors

- 31.1 The Directors of the Company as at the date of adoption of these Articles are:-

- 31.1.1 Lynn Ramage
- 31.1.2 Leona Maxwell Richardson
- 31.1.3 Lesley Birney
- 31.1.4 Marjorie Fleming Robson
- 31.1.5 Julie Middlemiss Brown
- 31.1.6 Brenda Robb
- 31.2 Thereafter additional directors shall be appointed at an Annual General Meeting of the Company.
- 31.3 Nominations for appointment as a Director shall be made by the Members and submitted in writing to the Company at least seven days prior to the Annual General Meeting.
- 31.4 If no such nominations are received for appointment as a Director prior to the Annual General Meeting, then nominations made at the Annual General Meeting are valid.
- 31.5 Notwithstanding article 31.2, co-opted Directors may be elected from time to time by a resolution of the Board to fill a vacancy or because they have specific skills which would be useful to the Company.
- 31.6 A co-opted Director elected in terms of Article 31.5 shall hold office until the next Annual General Meeting, at which time they shall resign and may stand for re-election.
- 31.7 Directors shall be required to stand down at each Annual General Meeting (other than the meeting at which they were appointed), and are eligible for re-election.

32 Number of Directors

Unless otherwise determined by special resolution, the minimum number of Directors shall be three and the maximum number shall be ten.

33 Appointments to Office

- 33.1 Directors shall be appointed to hold the offices of chairperson, vice-chairperson, and treasurer and may be appointed secretary and any such other offices as the Directors may consider appropriate.
- 33.2 The appointments to office shall take place at the first Directors' meeting following each Annual General Meeting (which shall be held not less than fourteen and not more than twenty-one days after the Annual General Meeting).
- 33.3 The duties of the chairperson include but are not limited to chairing all Directors' meetings; promoting the interests and objectives of the Company publically; and, representing the Company in any contact with statutory or voluntary agencies.
- 33.4 The duties of the treasurer include but shall not be limited to: overseeing the preparation of the Company's financial accounts and statements; and, ensuring that the Company's accounts are prepared in time for each Annual General Meeting.
- 33.5 The duties of the secretary include but are not limited to keeping a register of members, keeping minutes of general meetings and meeting of Directors; ensuring

minutes are distributed to those entitled to receive them. Where no secretary has been appointed, these duties shall be undertaken by the other officers of the Company.

- 33.6 The appointment of a Director to any office under article 33.1 shall terminate after three years and a Director may not be immediately re-elected to that office. A Director retiring from office after a three year term may however be eligible for appointment to another office in which case the provisions of this article 33.6 shall apply in respect of that new appointment.
- 33.7 If the appointment of a Director to any office under article 33.1 terminates, the Directors shall appoint another Director to hold the office in his/her place.
- 33.8 The appointment of any Director to an office under article 33.1 shall terminate if he/she ceases to be a Director or if he/she resigns from that office by notice to the Company.

34 Disqualification and Removal of Directors

A Director shall vacate office if:-

- 34.1 he/she ceases to be a Member;
- 34.2 he/she ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;
- 34.3 he/she is sequestered;
- 34.4 he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than 6 months;
- 34.5 he/she resigns office by notice to the Company;
- 34.6 he/she is absent (without permission of the other Directors) from two consecutive meetings of Directors and the Directors resolve to remove him/her from office;
- 34.7 he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act; or
- 34.8 he/she is required to resign by notice in writing signed by a majority of the other Directors in the circumstances contemplated by sub-section 66(5) of the Charities Act.

35 Director's Interests

- 35.1 A Director who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into, must declare that interest at a meeting of the Directors; he/she will be debarred from voting on the question of whether or not the Company should enter into that arrangement.
- 35.2 For the purposes of the preceding article, a Director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of the Charities Act) has a personal interest in that arrangement.
- 35.3 Provided:

- 35.3.1 he/she has declared his/her interest;
- 35.3.2 he/she has not voted on the question of whether or not the Company should enter into the relevant arrangement; and
- 35.3.3 the requirements of article 7.3 are complied with,

a Director will not be debarred from entering into an arrangement with the Company in which he/she has a personal interest (or is deemed to have a personal interest under article 35.2) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

36 Conduct of Directors

Each of the Directors shall, in exercising his/her functions as a director of the Company, act in the interests of the Company; and, in particular, must:-

- 36.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects;
- 36.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
- 36.3 in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party:-
 - 36.3.1 put the interests of the Company before that of the other party in taking decisions as a director;
 - 36.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other directors with regard to the matter in question; and
- 36.4 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the Charities Act.

37 Powers of Directors

- 37.1 Subject to the provisions of the Act, the Charities Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.
- 37.2 A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

Proceedings of Directors

- 38 Subject to the provisions of these articles, the Directors may regulate their proceedings as they think fit.
- 39 Any Director may call a meeting of the Directors or request the secretary to call a meeting of the Directors.
- 40 At least fourteen clear days' notice must be given of all Directors' meetings.
- 41 Directors must meet at least five times in any one calendar year and must hold a Directors' meeting not less than fourteen and not more than twenty-one days after the Annual General Meeting.

- 42 Questions arising at a meeting of the Directors shall be decided by a majority of votes; in the case of an equality of votes, the chairperson shall have a second or casting vote.
- 43 The quorum for the transaction of the business of the Directors shall be three Directors present in person, of which two of the Directors shall also be office bearers.
- 44 The continuing Directors or a sole continuing Director may act notwithstanding vacancies but if the number of remaining Directors is less than the number fixed as the quorum, they or he/she may act only for the purpose of filling vacancies or of calling a general meeting.
- 45 Unless he/she is unwilling to do so, the chairperson shall preside as chairperson at every meeting of Directors at which he/she is present. If the chairperson is unwilling to act as chairperson or is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairperson of the meeting.
- 46 For the avoidance of doubt, the Directors shall be free to invite any person or representative of an organisation to attend Director's meetings and to present their views to the Directors, from time to time. Such persons need not be Members of the Company, shall not be considered to be directors and shall not be entitled to vote at any meeting at which they are present.

47 Delegation to Committees of Directors and Office Holders

- 47.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors including to a fundraising committee; they may also delegate to the chairperson or a Director holding any other office such of their powers as they consider appropriate.
- 47.2 Any delegation of powers under the preceding article may be made subject to such conditions as the Directors may impose and may be revoked or altered.
- 47.3 Subject to any condition imposed in pursuance of the preceding article, the proceedings of a committee consisting of two or more Directors shall be governed by the articles regulating the proceedings of meetings of Directors so far as they are capable of applying.

48 Minutes

The Directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the Directors, and meetings of committees of Directors; a minute of a meeting of Directors or of a committee of Directors shall include the names of the Directors present and the minutes of each meeting shall be signed by the chairperson of that meeting.

49 Notices

- 49.1 Any information or document may be served on or sent or delivered to any Member by the Company either:-
- 49.1.1 personally or by sending it through the post addressed to the Member at a registered address or by leaving it at that address addressed to the Member; or
- 49.1.2 where so permitted by these Articles, by sending it using electronic communications to an address notified by the Member concerned to the Company for that purpose in accordance with the Act or by any other means authorised in writing by the Member concerned.
- 49.2 Any notice or document:-

- 49.2.1 if sent by the Company by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving service or deliver, it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post;
- 49.2.2 not sent by post but left by the Company at a registered address or at an address (other than an address for the purposes of electronic communications) notified to the Company in accordance with these Articles by a person who is a member shall be deemed to have been served or delivered on the day it was so left;
- 49.2.3 sent by the Company using electronic communications shall be deemed to have been received in accordance with the Act; and

served, sent or delivered by the Company by any other means authorised in writing by the member concerned shall be deemed to have been served, received or delivered when the Company has carried out the action it has been authorised to take for that purpose.

50 Bank Accounts

Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company and there shall be four signatories to such an account. All cheques shall be required to be signed by two such signatories. Where a cheque is made out to a signatory, two of the three remaining signatories will be required to sign the cheque.

Winding Up

- 51 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does article 7.
- 52 Any body to which property is transferred under article 51 shall (subject always to the terms of any agreement between the Company and any other charitable body or bodies of the type referred to in article 51 in terms of which the Company has agreed to transfer any property or asset to that charitable body or those charitable bodies) be determined by the members of the Company at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.
- 53 For the avoidance of doubt, a body to which property is transferred under article 51 may be a member of the Company.
- 54 To the extent that effect cannot be given to the provisions of article 51 to 53 inclusive, the relevant property shall be applied to some other charitable object or objects.

Indemnity and Liability Insurance

- 55 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office including, without prejudice to that generality, any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- 56 The Directors shall have the power to purchase and maintain insurance for the benefit of any persons who are or were at any time a Director, the auditor, the secretary or any other officer of the Company or a Director of any pension fund for the benefit of any employees of the Company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company.