

Company number: SC402773

THE COMPANIES ACT 2006

Company limited by guarantee
and not having a share capital

ARTICLES of ASSOCIATION

of

North Queensferry Community Trust

Incorporated on 1st July 2011

Scottish Charity Number SC042598

A Community Body in terms of the Land Reform (Scotland) Act 2003
and the Land Reform (Scotland) Act 2016, and
a Community Transfer Body in terms of the
Community Empowerment (Scotland) Act 2015



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1 NAME AND REGISTERED OFFICE

- 1.1 The name of the company is “North Queensferry Community Trust” (the “**Trust**”).
- 1.2 The Registered Office of the Trust is situated in Scotland.

2 DEFINITIONS

- 2.1 Certain definitions and meanings, which apply throughout these Articles of Association and the Schedules hereto, are listed in Schedule 1 annexed to these Articles.
- 2.2 These Articles supersede any model Articles contained within the Companies Act or any regulations pertaining thereto.
- 2.3 Words importing the singular number only shall include the plural number, and *vice versa*.
- 2.4 A reference in these Articles to an Article is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 2.5 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.
- 2.6 Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.
- 2.7 The four Schedules to these Articles are deemed to form an integral part of these Articles.

3 CHARITABLE PURPOSES and POWERS

- 3.1 The Charitable Purposes of the Trust (the “**Charitable Purposes**”) are:

The Trust has been formed for the benefit and development of the communities within the electoral boundaries of North Queensferry Community Council (the “**Community**”) (the boundaries of which, at the time of the adoption of these Articles, are indicated outlined in red on the map at Schedule 2 hereof which is attached for information only), and of the public generally, with the Charitable Purposes listed in Articles 3.1.1 to 3.1.8 below, to be exercised in accordance with the 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) and to further the achievement of sustainable

development. The Trust's main purpose is consistent with furthering the achievement of sustainable development. The Charitable Purposes of the Trust are to:

- 3.1.1 provide or advance the accessibility of recreational facilities, and/or organise recreational activities which will be available to members of the Community and the public generally;
 - 3.1.2 promote, manage and develop activities and projects for the benefit and development of the Community, and of the public generally;
 - 3.1.3 advance citizenship or community development, including rural or urban regeneration, within the Community;
 - 3.1.4 advance educational opportunities in the Community;
 - 3.1.5 advance environmental protection or improvement including preservation, sustainable development and conservation of the natural environment, the maintenance, improvement or provision of environmental amenities for the Community and/or the preservation of buildings or sites of architectural, historic or other importance to the Community;
 - 3.1.6 advance public participation in sport by members of the Community and the public generally;
 - 3.1.7 advance the arts, heritage or culture for the benefit of members of the Community and the public generally; and
 - 3.1.8 advance the health and wellbeing of members of the Community and the public generally.
- 3.2 The Trust shall have powers, but only in furtherance of its Charitable Purposes, as expressed in Schedule 3 annexed to these Articles.

4 GENERAL STRUCTURE OF THE TRUST

The structure of the Trust comprises:

- 4.1 **Members** - who shall have such rights and powers as are accorded them under these Articles and the Companies Act, including the right to attend the AGM and any General Meeting, to elect Directors of the Trust and to take decisions in relation to any changes to these Articles; and
- 4.2 **Trustees** - who are the Directors of the Trust for the time being and who shall hold regular meetings between each General Meeting, set the strategy and policy of the Trust, generally control and supervise the activities of the Trust and, in particular, shall be responsible for monitoring its financial position and, where there are no employees or managers appointed, shall be responsible also for the day-to-day management of the Trust.

5 MEMBERSHIP

5.1 **Members**

- 5.1.1 The Members of the Trust shall consist of the current Members and such other persons as are admitted to membership in terms of this Article.
- 5.1.2 The Trust shall have no fewer than 20 Ordinary Members at any time.
- 5.1.3 At least three quarters of the Members of the Trust must be members of the Community.
- 5.1.4 Membership shall be open to:
 - (a) **Ordinary Members**, who:
 - (i) are individuals aged 16 or over;
 - (ii) support the Charitable Purposes;
 - (iii) are resident in the Community;
 - (iv) are entitled to vote at a local government election in a polling district which includes the Community or part of it;
 - (v) apply successfully in terms of the Articles; and
 - (vi) pay the current relevant annual subscription (if any) in terms of the Articles.

(b) **Junior Members**, who:

- (i) are individuals aged over 11 and under 16;
- (ii) support the Charitable Purposes; and
- (iii) are resident in the Community.

Junior Members are neither eligible to stand for election to the Board nor to vote at any AGM or General Meeting, but may select one of their own to act as the Junior representative at Board meetings, in accordance with Article 12.9

- 5.1.5 In the event that the number of Ordinary Members falls below 20 or that at least three quarters of the Members do not consist of members of the Community, 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.

5.2 **Application for Membership**

- 5.2.1 Any individual who meets the criteria in Article 5.1.4 above and wishes to become a Member of the Trust must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it with the Trust.
- 5.2.2 The Board shall consider such applications for membership promptly and shall inform each applicant whether such application has been successful and, where relevant, in which category of membership the applicant shall belong, the decision of the Board in these respects being final.
- 5.2.3 The Board shall decline to accept any application for membership where the applicant does not meet the eligibility criteria specified in Article 5.1.4 above.
- 5.2.4 A successful application for membership will not become effective until payment of the appropriate annual membership subscription, if any, has been received.

5.3 **Register of Members**

- 5.3.1 The Board shall maintain a Register of Members, in accordance with section 113 of the Companies Act, setting out all relevant details including the name and postal address of each Member, the relative category of membership, the date of the Member's appointment and cessation of their appointment.
- 5.3.2 The Register of Members is open to all Members of the Trust.
- 5.3.3 The Register of Members is open to non-members of the Trust, provided that the applicant provides:
- (a) the applicant's name and address;
 - (b) the purpose for which the information is to be used; and
 - (c) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person.

The Trust must within 5 working days either supply the information, subject to the data protection rights of its Members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Trust may charge such fee as may be determined from time to time for providing the information.

5.4 **Membership Subscriptions**

- 5.4.1 Members shall be required to pay the appropriate annual membership subscription, if any.
- 5.4.2 The Ordinary Members may at each or any AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories), as well as any concessionary rates to apply (together with any conditions of and/or timescale for any such concessions).

- 5.4.3 Only those Members who have paid their current subscription (where these are fixed) are entitled to take part in and vote at any General Meeting or on any Written Resolution.
- 5.4.4 If the membership subscription payable by any Member remains outstanding for more than three months after the date on which it fell due (and providing the Member in question has been given at least one written reminder), that Member's membership shall be treated as having lapsed, and the Trust will inform them of this.
- 5.4.5 If the terms of Article 5.4.4 are not invoked by the Board and the Member in question does not pay the required annual subscription in full by the end of the subscription year, that person's membership will lapse.
- 5.4.6 A person who ceases (for whatever reason) to be a Member shall not be entitled to any refund of membership subscription.

5.5 **Cessation of Membership**

No Member may remain a member of the Trust and that person's membership shall cease upon the occurrence of any one or more of the following events:

- 5.5.1 if by not less than 7 days' prior notice in writing to the Trust that person resigns their membership; or
- 5.5.2 if that person becomes insolvent or apparently insolvent or makes any arrangement or composition with creditors generally; or
- 5.5.3 if the terms of Article 5.4.4 are invoked by the Board; or
- 5.5.4 if the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Trust to terminate that Member's membership where that Member's conduct, in the capacity of a Member, has been detrimental to the Trust, providing that:-
 - (a) such resolution is passed by a majority of the Trustees present and voting at a Board Meeting, of which not less than 14 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, and also to the Member whose removal is in question;
 - (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Trust) is entitled to make representations at the Board Meeting either in person or writing; and
 - (c) the Board must consider any representations made by the Member (or the Member's representative) and inform the Member of its decision following such consideration, with there being no right of appeal from a decision of the Board to terminate the membership of the Member; or
- 5.5.5 if the Member dies; or
- 5.5.6 if the Member no longer fulfils the membership criteria within Article 5.1.4.

- 5.6 Membership shall be neither transferable nor assignable to any other person.

6 **GENERAL MEETINGS**

6.1 **Convening a General Meeting**

- 6.1.1 The Board, or any three or more Trustees, may convene a General Meeting, whenever it or they think fit.
- 6.1.2 The Board must convene a General Meeting within 28 days of a valid requisition by the Ordinary Members. To be valid, such requisition must:
 - (a) be signed by not less than 5% of the Ordinary Members;
 - (b) clearly state the objects of the meeting; and
 - (c) be deposited with the Trust.

Such requisition may consist of several documents in like form each signed by one or more requisitionists.

- 6.1.3 A General Meeting does not need to be held exclusively in one place, provided that, where two or more Members are not in the same place as each other, they are all able to communicate together and vote thereat.
- 6.1.4 The Board may resolve to enable Members and other persons entitled to attend a General Meeting to do so by simultaneous attendance and participation by any form of telecommunication, remote conference platform enabling participation by audio, with or without video connectivity, or similar means satisfying the requirements of Article 6.1.3. Such attendance shall be deemed to be attendance in person. In the event that the meeting is held exclusively by such remote means it shall be deemed to take place at the Registered Office of the Trust, wherever the participants may in fact be located.
- 6.1.5 If it appears to the person chairing any meeting that any platform, facilities or security at that Meeting are or have become inadequate to allow Members to attend, communicate together, hear, speak and vote at it then the person chairing the meeting may adjourn the General Meeting to such time and place (or platform) as may be fixed by the person chairing the meeting. All business conducted at the General Meeting up to the time of adjournment shall be valid.
- 6.1.6 If, after the sending of notice of a General Meeting, in terms of Article 6.4, but before the meeting is held, or after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable, for any reason beyond its control, to hold the Meeting at the place or by means of the platform specified in the notice, it may change the place or platform and/or postpone the date and time at which the General Meeting is to be held provided that notice of any such change shall be communicated to the Members within a reasonable time prior to the date originally fixed for the general meeting; any postponed date shall be not less than 7 days after the date originally fixed.

6.2 **Convening an AGM**

- 6.2.1 The Board may convene one General Meeting as an Annual General Meeting in each year, at such time as it may determine.
- 6.2.2 Thereafter, if an AGM is to be held, not more than 15 months shall elapse between the holding of one AGM and the next.

6.3 **AGM Agenda**

The business of each AGM shall include:

- 6.3.1 the report by the Chair on the activities of the Trust;
- 6.3.2 the election of Trustees (where relevant);
- 6.3.3 the fixing of annual subscriptions, if any;
- 6.3.4 receiving the annual accounts of the Trust;
- 6.3.5 the report of the independent financial examiner (or auditor where required); and
- 6.3.6 the appointment or re-appointment of the independent financial examiner (or auditor where required).

6.4 **Notice of General Meetings**

- 6.4.1 14 clear days' notice at the least shall be given of every General Meeting including the AGM.
- 6.4.2 The notice shall specify:
 - (a) whether remote attendance at the meeting shall be permitted by means of telecommunications or conference platform or other means

satisfying the requirements Article 6.1.3, and whether it shall take place exclusively by such means;

- (b) where the meeting is not to take place exclusively by remote attendance, the place, the day and the hour of meeting and, if appropriate, the means by which a person may attend remotely which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit;
- (c) for a General Meeting which is to take place exclusively by remote attendance, the time, the date and the deemed location of the meeting, and the platform or other facility on which it is to be held, which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit; and
- (d) the general nature of the business to be dealt with at the meeting;
- (e) if a Special Resolution (see Article 6.10) is to be proposed, the notice shall state that fact giving the exact terms of the resolution; and
- (f) a statement informing the Members of their right to appoint a proxy.

6.4.3 The notice shall be sent, in the manner specified in Article 16, to all Members and to such persons as are under these Articles or under the Companies Act entitled to receive such notices.

6.4.4 With the consent of not less than 90% of the Ordinary Members having the right to attend and vote thereat, a General Meeting may be convened on such shorter notice as they may think fit in the circumstances.

6.4.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any Members or other persons entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.

6.5 **Chair of General Meetings**

The Chair of the Trust, whom failing the Vice-Chair of the Trust (if any), shall act as the person chairing each General Meeting. If neither the Chair nor the Vice-Chair is present and willing to act as the person chairing 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 one of the Elected Trustees who will act as the person chairing that meeting.

6.6 **Quorum at General Meetings**

6.6.1 The quorum for a General Meeting shall be the greater of 11 Ordinary Members or 10% of the Ordinary Members, present in person or by proxy in terms of Article 6.8. No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting in terms of Article 6.5, unless a quorum is present.

6.6.2 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 (or platform) as may be fixed by the person chairing the meeting.

6.7 **Voting at General Meetings – General Provisions**

6.7.1 The person chairing the meeting (see Article 6.5) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

6.7.2 All resolutions put to the vote at any General Meeting shall be decided by acclamation or on a show of hands, as appropriate, unless before, or upon the declaration of the result a secret ballot is demanded (see Article 6.11).

6.7.3 Where Members are participating in a General Meeting by electronic means, they may cast their vote on any resolution orally, or by way of some form of

visual indication, or by use of a voting button or similar, and providing the Trustees have no reasonable grounds for suspicion as regards the authenticity of such a vote, any such action shall be deemed to be a vote cast personally whether by show of hands or a ballot as appropriate.

- 6.7.4 Each Ordinary Member of the Trust may attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy in terms of Article 6.8.
- 6.7.5 Junior Members may attend and speak at any General Meeting, but shall have no vote.
- 6.7.6 In the event of an equal number of votes for and against any resolution, the person chairing the meeting shall not have a casting vote in addition to any deliberative vote.
- 6.7.7 Where a Trustee does not have to be, or cannot be, a Member of the Trust, such trustee may attend and speak at any General Meeting, but in those circumstances may not vote thereat.
- 6.7.8 The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.
- 6.7.9 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.

6.8 Voting at General Meetings – Proxy Voting

Whilst personal attendance at a General Meeting is encouraged, an Ordinary Member shall be entitled to complete an instrument of proxy in order to appoint a proxy to attend a General Meeting on that Member's behalf, in respect of which the following apply:

- 6.8.1 a proxy need not be a Member;
- 6.8.2 a proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the appointing Ordinary Member to speak at the meeting and to vote thereat;
- 6.8.3 the instrument appointing the proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms (to be varied as required to fit the circumstances) of the form shown in the Schedule 4 annexed to these Articles;
- 6.8.4 the instrument appointing a proxy shall be authenticated in such a manner as the Board may determine;
- 6.8.5 the form appointing a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a certified copy thereof, shall be lodged with the Trust not less than 48 hours before the time of the start of 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;
- 6.8.6 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 to the Trust;
- 6.8.7 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or mental incapacity 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, mental incapacity or revocation as aforesaid shall have been received by the Trust

- before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld);
- 6.8.8 appointment of a proxy may be revoked by the granter by written notice received by the Trust not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and
- 6.8.9 any reference in these Articles to voting being “in person” shall include voting by proxy.

6.9 Voting at General Meetings – Ordinary Resolutions

- 6.9.1 At any General Meeting an ordinary resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present, have the right to vote and are voting thereon (taking account only of those votes cast in favour of the resolution as compared with those votes cast against the resolution).
- 6.9.2 An ordinary resolution to be proposed at a General Meeting may be amended if:
- (a) written notice of the proposed amendment is received by the Trust from a Member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting, and
 - (b) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.

If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair’s error does not invalidate the vote on that resolution.

6.10 Voting at General Meetings – Special Resolutions

- 6.10.1 At any General Meeting a Special Resolution put to the vote of the meeting shall be required to be decided upon by not less than 75% of the Ordinary Members present, who have the right to vote and who are voting thereon (for the avoidance of doubt, the reference to a 75% majority only relates to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution and no account therefore being taken of Members who abstain from voting or who are absent from the meeting without a proxy). The following shall require approval by Special Resolution, namely a resolution:
- (a) to alter the name of the Trust; or
 - (b) to amend the Charitable Purposes; or
 - (c) to amend these Articles in terms of Article 18; or
 - (d) to limit the Board’s actions in terms of Article 7.2; or
 - (e) to amend the maximum number of Trustees in terms of Article 7.4; or
 - (f) to wind up the Trust in terms of Article 20; or
 - (g) to purchase any heritable property or sell any heritable property owned by the Trust or any of its subsidiaries and to purchase any heritable property wherever situated; or
 - (h) 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
 - (i) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Trust; or
 - (j) any other resolutions required to be passed as Special Resolutions by law.
- 6.10.2 A Special Resolution to be proposed at a General Meeting may be amended if the chair of the meeting proposes an amendment which is used only to

correct a grammatical or other non-substantive error in the resolution. If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, that error does not invalidate the vote on that resolution.

6.11 Voting at General Meetings – Secret Ballot

A resolution put to the vote at any General Meeting shall be decided by acclamation or on a show of hands, (which shall be deemed to include the means specified in Article 6.7.3 hereof, all as appropriate unless a secret ballot is demanded:

- 6.11.1 such demand must be made either by the person chairing the meeting, or by not less than five of the Ordinary Members present (in person or deemed to be present in person or by proxy) and having the right to vote on the resolution;
- 6.11.2 a demand for a secret ballot may be made at any time during the meeting, including immediately after the declaration of the result of a show of hands on that resolution;
- 6.11.3 a demand for a secret ballot may be withdrawn by some or all its proposers prior to the secret ballot taking place, if it means that there are then insufficient Members in terms of Article 6.11.1 to demand the secret ballot, in which event the result of the show of hands shall stand (if already taken) or continue (if not already taken); and
- 6.11.4 the secret ballot shall be conducted during the same meeting only, in such a manner as the person chairing the meeting may direct, and the person chairing the meeting shall appoint and instruct tellers, who may cast their votes (whether as Ordinary Members or as proxies for Ordinary Members) and the result shall be declared by the person chairing the meeting at the same meeting at which the secret ballot is taken.

6.12 Voting – Written Resolutions

- 6.12.1 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
- 6.12.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held.
- 6.12.3 A Special Resolution in writing signed by or on behalf of not less than 75% of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held.
- 6.12.4 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of that Trustee's term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of the relevant term of office.
- 6.12.5 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail or other electronic means), at the same time, to all Ordinary Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Ordinary Members).
- 6.12.6 Where such a written resolution is proposed by the Board, it must include the following express statements:
 - (a) an explanation to the eligible Members how to signify their agreement to the resolution;
 - (b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (such as by e-mail); and
 - (c) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days beginning with the Circulation Date).In addition, if the Board deems it to be useful or necessary, at the sole discretion of the Board, the written resolution may also include an express

statement as to the number of agreements that must be received by the date specified in Article 6.12.6.(c) in order for the resolution to be passed.

6.12.7 Where such a written resolution is proposed by Members, the following shall apply:

- (a) the resolution must be requested by not less than 5% of the Ordinary Members ("the Members' request");
- (b) the Members' request may be made in hard copy (by hand or by post) or in electronic form (by e-mail or other electronic means);
- (c) the Members' request must identify the resolution to be put to Members. The Board may reject the proposed written resolution if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would, if passed, be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise);
- (d) the Members' request can include an accompanying statement (not exceeding 1,000 words) which they may require the Trust to issue with the written resolution to all Ordinary Members;
- (e) within 21 days, the Trust must circulate the resolution and any accompanying statement with the express statements referred to in Article 6.12.6 hereof; and
- (f) the expenses of the Trust in complying with the Members' request must be paid by the Members who requested the circulation of the resolution unless the Trust resolves otherwise.

6.12.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.

6.12.9 An Ordinary Member shall be taken to have signified agreement to a proposed written resolution when the Trust receives from that Member a signed document identifying the resolution to which it relates and indicating the Ordinary Member's agreement to the resolution. An Ordinary Member's agreement to a proposed written resolution, once signified, cannot be revoked.

7 THE BOARD OF TRUSTEES

7.1 The strategy and affairs of the Trust shall be directed and managed by the Board elected in terms of Article 8. 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 Companies Act.

7.2 Limitation

The Ordinary Members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution, nor shall it require them to act or refrain from acting in a manner which would be incompatible with their duties under the Companies Act or the Charities Act.

7.3 Delegation

7.3.1 The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

7.3.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 7.3.1 shall, in the exercise of the powers

so delegated, conform to any remit and regulations imposed on it by the Board.

7.3.3 In the case of delegation to any one or more sub-committees, each shall consist of no fewer than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. 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, without prejudice to that generality including Articles 11, 12.4.5 and 12.6) and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.

7.3.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.4 Number of Trustees

7.4.1 The number of Trustees shall be not fewer than five (5) and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than fourteen (14).

7.4.2 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

8 TRUSTEES

8.1 Composition of Board

The Board shall comprise:

8.1.1 up to 9 individual persons elected as Trustees by the Ordinary Members in terms of Article 8.2 ("the Elected Trustees") who must themselves be Ordinary Members; and

8.1.2 up to 2 individual persons appointed as Trustees respectively by North Queensferry Community Council and Fife Council in terms of Article 8.3 ("the Appointed Trustees"); and

8.1.3 up to 3 individual persons co-opted as Trustees in terms of Article 8.4 ("the Co-opted Trustees"),

subject to the requirement that a majority of the Trustees shall always be Elected Trustees.

8.2 Elected Trustees

8.2.1 At each AGM, one-third of the Elected Trustees (or the nearest number downwards) shall retire from office. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting. A retiring Elected Trustee shall be eligible for re-election after one term of office, but an Elected Trustee may not serve more than three consecutive terms of office as an Elected Trustee and must stand down at the end of the third consecutive term and shall not be eligible for re-election as an Elected Trustee until the next following AGM.

8.2.2 An Elected Trustee who stands down after three consecutive terms of office as an Elected Trustee, pursuant to Article 8.2.1, may be co-opted by the Board as a Co-opted Trustee in accordance with Article 8.4.

8.2.3 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.

- 8.2.4 Nomination of any Elected Trustee shall be in writing by not less than any two Ordinary Members. The nominee, who must be an Ordinary Member, shall confirm willingness to act as an Elected Trustee if elected, and if required shall provide a statement to explain the nominee's suitability. All nominations to be valid must be delivered to the Registered Office (or to such other address for the Trust as specified in the nomination form) not less than seven days prior to the date of the AGM in question.
- 8.2.5 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.

8.3 **Appointed Trustees**

- 8.3.1 Up to one (1) individual may be appointed as an Appointed Trustee by North Queensferry Community Council, or its successors, in terms of Article 8.3.4
- 8.3.2 Up to one (1) individual, who is a Fife Councillor representing the local government ward which includes North Queensferry, may be appointed as an Appointed Trustee by Fife Council, or its successors, in terms of Article 8.3.4.
- 8.3.3 Each of North Queensferry Community Council and Fife Council, and their respective successors, are referred to in Article 8.3.4 as "the Appointing Bodies".
- 8.3.4 The following shall apply in respect of the Appointed Trustees:
 - (a) On receipt of the Notice for each AGM of the Trust (or if and whenever one or more AGMs are not held, then on an anniversary date set by the Board), each of the Appointing Bodies shall serve a written notice on the Trust to intimate the Trustee being appointed by it at the AGM (or anniversary date). Such written notice must be received by the Trust not less than forty-eight hours before the start of the AGM (or by noon on the anniversary date), failing which the Trustee previously appointed by the relevant Appointing Body shall remain in office.
 - (b) Each of the Appointing Bodies may appoint or remove its own appointed Trustee or Trustees at any time, by written notice to that effect served on the Trust not less than forty-eight hours before the Board meeting at which the change is to take effect. Any notice intimated within forty-eight hours of a meeting of the Board or of the Members of the Trust shall not take effect until the following Board meeting.

8.4 **Co-opted Trustees**

Up to 3 individuals may be co-opted from time to time by the Board itself, as follows:

- 8.4.1 Subject to Article 8.4.3, a Co-opted Trustee shall serve until the next AGM after having been co-opted.
- 8.4.2 A Co-opted Trustee can be re-co-opted by the Board immediately after such next AGM.
- 8.4.3 A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.
- 8.4.4 For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which that trustee attends.

- 8.4.5 The Board may co-opt an Ordinary Member aged between 16 and 25 years of age to be one of the Co-Opted Trustees, with the specific role of representing the interests of young people in the Community.
- 8.4.6 The Co-opted Trustees who are not appointed in terms of Article 8.4.5 need not be Members of the Trust.

8.5 **Casual Vacancies**

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.

8.6 **Register of Trustees**

- 8.6.1 The Board shall maintain a Register of Trustees, in accordance with section 162 of the Companies Act, setting out the required particulars for each Trustee as required in terms of section 163 of the Companies Act.
- 8.6.2 The Register of Members is open to all Members of the Trust.
- 8.6.3 The Register of Members is open to non-members of the Trust, on payment of such fee as may be prescribed.
- 8.6.4 The Board shall also maintain a separate register of Trustees' residential addresses to be maintained in accordance with section 165 of the Companies Act.

8.7 **Retiral and Deemed Retiral of Trustees**

Any Trustee shall cease to be a Trustee in the event that such Trustee:

- 8.7.1 is an Elected Trustee and ceases to be a Member in terms of Article 5.5; or
- 8.7.2 is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act, or is prevented from being a company director by virtue of any provision of the Companies Act, by law or by reason of any order made by the Company Directors Disqualification Act 1986; or
- 8.7.3 is removed from office under section 168 of the Companies Act;
- 8.7.4 becomes incapax and such incapacity (as certified, if deemed necessary, by two medical practitioners) persists for a period of more than 3 months; or
- 8.7.5 is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove them from office; or
- 8.7.6 holds any office of profit or is employed by the Trust (except where the provisions of Article 10.4 shall apply); or
- 8.7.7 has a significant conflict of interest which the Board considers has undermined and is likely to continue to undermine his or her ability to act impartially as a Trustee; or
- 8.7.8 being an Appointed Trustee, is removed from office by the relevant Appointing Body (as defined in Article 8.3.3 in accordance with Article 8.4; or
- 8.7.9 being a Co-opted Trustee, is removed from office by the Trustees in accordance with Article 8.4.3; or
- 8.7.10 is considered by the Board to have been in serious or persistent breach of:
 - (i) any of the duties listed in sections 66(1) and 66(2) of the Charities Act; or
 - (ii) any of the duties of directors contained in the Companies Act; (iii) or any Code of Conduct, Board Charter, or Board Policy of the Trust; or (iv) Article 8.11.6; such Trustee being entitled to be heard prior to the Board taking a decision in respect of the above (i) – (iv); or
- 8.7.11 resigns as a Trustee by notice in writing to the Trust.

8.8 **Conduct of Trustees**

- 8.8.1 In addition to the legal obligations arising under the Articles, the Companies Act, the Charities Act and otherwise, each Trustee must comply with any Code of Conduct, Board Charter, or Board Policy for Trustees as introduced and prescribed by the Board from time to time.

9 CHAIR AND VICE-CHAIR

The Board shall meet as soon as practicable immediately after each AGM to appoint both a Chair and, if desired, a Vice-Chair of the Trust from the Elected Trustees.

10 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

- 10.1 The income and property of the Trust shall be applied solely towards promoting the Charitable Purposes and do not belong to the Members. Any surplus income or assets of the Trust are to be applied for the benefit of the Community.
- 10.2 No part of the income or property of the Trust shall be paid or transferred (directly or indirectly) to the Members or Trustees of the Trust, whether by way of dividend, bonus or otherwise, except where such Members or Trustees are in receipt of income or property of the Trust as a beneficiary of the Trust in terms of the Charitable Purposes.
- 10.3 No Trustee shall be appointed as a paid employee of the Trust.
- 10.4 Subject to section 67 of the Charities Act, no benefit (whether in money or in kind) shall be given by the Trust to any Member or Trustee except the possibility of:
 - 10.4.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or
 - 10.4.2 reasonable remuneration to a Member or any Trustees 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
 - 10.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Trust by any Member or Trustee; or
 - 10.4.4 payment of rent at a rate not exceeding the open market rent for property let to the Trust by any Member or Trustee; or
 - 10.4.5 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; or
 - 10.4.6 payment to one or more Trustees by way of any indemnity where appropriate.

11 CONFLICTS OF INTERESTS

- 11.1 Any Trustee who has a personal interest (as defined in Article 11.2) in any prospective or actual contract or other arrangement with the Trust must declare that interest either generally to the Board or specifically at any relevant meeting of the Trust. Where such an interest arises, the provisions within Article 11.3 shall apply.
- 11.2 A personal interest includes the following interests:
 - 11.2.1 those of the Trustee in question;
 - 11.2.2 those of the individual's partner or close relative;
 - 11.2.3 those of any business associate;
 - 11.2.4 those of any firm of which the individual is a partner or employee;
 - 11.2.5 those of any limited company of which the individual is a director, employee or shareholder of more than 5% of the equity;
 - 11.2.6 those of any charity of which the individual is a trustee or employee; and
 - 11.2.7 those of any person or organisation responsible for the individual's appointment as a Trustee.
- 11.3 Whenever a Trustee finds that there is a personal interest, as defined in Article 11.2, that Trustee has a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question

may participate in discussions relating to such matter, if invited to do so by the Chair, but may not take part in decisions relating to such matter.

- 11.4 It shall be for the person chairing the meeting in question (or if it be the person chairing the meeting who is potentially or actually conflicted, it shall be for the other Trustees present) to determine whether the Trustee in question should be required to be absent during that particular element of the meeting. In terms of Article 12.1, where a Trustee leaves, or is required to leave, the meeting in question, that Trustee will no longer be counted in the quorum thereat.
- 11.5 The Board may at any time resolve to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Trust have not been nor are likely to be prejudiced as a result. The Trustee in question shall not be counted in the quorum for the part of any Board meeting giving consideration to this authorisation.
- 11.6 The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 11.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.
- 11.7 If existing, the Register of Interests 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.

12 BOARD MEETINGS

12.1 Quorum

12.1.1 The quorum for Board meetings shall be not less than 40% of all the Trustees and at least half of the quorum must be Elected Trustees. No business shall be dealt with at a Board meeting unless a quorum meeting these requirements is present.

12.1.2 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, that Trustee is not entitled to vote.

12.2 Convening Board Meetings

12.2.1 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means or any combination of such modes of attendance as may be approved from time to time by the Board.

12.2.2 All 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.

12.2.3 A Trustee may and, on the request of a Trustee, the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.

12.3 Chair of Board Meeting

The Chair, whom failing the Vice-Chair (if any), shall be entitled to preside as the person chairing all Board meetings at which they shall be present. If at any meeting neither the Chair nor the Vice-Chair is present and willing to act as the person chairing the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Elected Trustees to be the

person chairing the Board meeting, which failing the meeting shall be adjourned until a time when the Chair or Vice-Chair will be available.

12.4 **Voting at Board Meetings**

- 12.4.1 The person chairing 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.
- 12.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.
- 12.4.3 The decisions requiring a Special Resolution (listed in Article 6.10) cannot be taken by the Trustees alone, but must be taken also by the Ordinary Members in General Meeting in terms of Article 6 and only thereafter acted upon by the Board as directed by the Ordinary Members.
- 12.4.4 In the event of an equal number of votes for and against any resolution at a Board meeting, provided the person chairing the meeting is an Elected Trustee, that person shall have a casting vote as well as a deliberative vote.
- 12.4.5 A resolution in writing or by e-mail or other appropriate electronic means (whether one single document signed by all of the Trustees or all of the members of any sub-committee), whether in one or several documents 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.

12.5 **Observers**

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

12.6 **Minutes**

- 12.6.1 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 AGMs and of all Board meetings and of sub-committees, including the names of those present, without distinction between those who attended in person and those who attended remotely, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.
- 12.6.2 Subject to Article 12.6.3, the Trust, upon request of any person for a copy of any minutes must, if the request is reasonable, give the person a copy of the requested minutes within 28 days of the request.
- 12.6.3 Where such a request is received under Article 12.6.2 the Trust:
 - (a) may withhold information contained in the minutes, and
 - (b) if it does so, must inform the person requesting a copy of the minutes of its reason for doing so.

12.7 **Validation**

- 12.7.1 All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

12.7.2 No alteration of these 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.

12.8 Ancillary Regulations

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

12.9 Junior representative

The Junior Members may, at each AGM, select one of their own number to act as the Junior representative, who will not be a Trustee, but who will be entitled to attend all Board meetings (without a vote) in order to put forward the views and interests of young people in the Community.

13 COMPANY SECRETARY, MINUTE SECRETARY, TREASURER AND PRINCIPAL OFFICER

13.1 Company Secretary

The Board may 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, subject to the terms of any prevailing contract.

13.2 Minute Secretary

The Board may appoint a Minute Secretary, for the purposes of Article 12.6, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.

13.3 Treasurer

- (a) The Board may appoint a Treasurer for such term and upon such conditions as it may think fit.
- (b) If the Treasurer is unpaid, the Treasurer may also be a Trustee, and if so may vote as a Trustee at any Board meeting which that person attends.
- (c) If the Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, the Treasurer cannot also be a Trustee.
- (d) If the Treasurer is not a Trustee, he or she may be required by the Board to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except that the Treasurer may not attend 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.
- (e) The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.4 Principal Officer

The Board may appoint an employee of the Trust as 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 who shall not be a Trustee and will have no vote thereat.

14 HONORARY PATRON(S)

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, to be appointed either for such fixed period (usually of five years) as those Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons shall be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

15 FINANCES AND ACCOUNTS

15.1 Bank Accounts

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.

15.2 Payments and Receipts

All payments (including cheques and other negotiable instruments) and all financial and banking instructions (including online or via a platform), 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 determine.

15.3 The Board shall ensure that all funds and assets of the Trust are applied towards achieving the Charitable Purposes.

15.4 Accounting Records and Annual Accounts

The Board shall cause accounting records to be kept in accordance with the requirements of the Charities Act, Companies Act, the Land Reform Acts and other relevant regulations.

15.5 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. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Trust or any of them shall be open to the inspection of the Members of the Trust.

15.6 The Board shall ensure that the accounts of the Trust are prepared and independently examined and/or audited in accordance with all relevant statutory requirements and, for the avoidance of doubt, an audit (within the meaning of the Companies Act) shall not be required in a case where the Trust is exempt from audit under the 2006 Act. The independent financial examiner (or auditor where required) shall be appointed by the Board on the direction of Members in General Meeting.

15.7 At or before each AGM, or otherwise after the Accounts have been approved by the Board, the Board shall provide or make available to the Members a copy of the accounts for the period since the last preceding accounting reference date. The accounts shall be accompanied by proper reports of the Board and the independent financial examiner, (or auditor where required). As an alternative, the Accounts may be available for inspection on the website of the Trust (with all Members, Trustees, the Company Secretary and the independent financial examiner (or auditor where required), being made aware that they are so available for inspection there).

16 NOTICES

- 16.1 A notice may be served by the Trust upon any Member, either personally or by sending it by post, or other appropriate electronic means, addressed to such Member at their address.
- 16.2 Any notice, whether served by post or otherwise, shall be deemed to have been served at the expiry of 48 hours after it was sent.
- 16.3 A Member present at any meeting of the Trust shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 16.4 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 appropriate electronic means 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 save that where a Member specifically requests all such correspondence and notifications be sent by post or other means of physical delivery, such documents shall be so sent to that Member.

17 INDEMNITY

Subject to the terms of the Charities Act and the Companies 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 they may respectively incur or sustain, in connection with or on behalf of the Trust.

18 ALTERATION TO ARTICLES OF ASSOCIATION

- 18.1 Subject to the terms of Article 6.10, and any prior consent required in terms of section 16 of the Charities Act, no alteration in these Articles may at any time be made unless on the decision of the Ordinary Members by Special Resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Article 6.12.
- 18.2 Alterations to these Articles, in compliance with Article 18.1, shall be notified to the Registrar of Companies in terms of the Companies Act, to the Office of the Scottish Charity Regulator (and its successors), in terms of Section 17 of the Charities Act, and to the Scottish Ministers in terms of the Land Reform Acts.

19 LIMIT OF LIABILITY

- 19.1 The liability of the Members is limited.
- 19.2 Every Member of the Trust undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Trust if it should be wound up whilst a Member or within one year after having ceased to be a Member (for whatever reason), for payment of its debts and liabilities contracted before that person ceased to be a Member, and of the costs, charges and expenses of winding up.

20 DISSOLUTION

- 20.1 In this Article 20 the following definitions apply:

- 20.1.1 "Community Body" has meaning ascribed to it under Section 34 of the Land Reform Act 2003;
 - 20.1.2 "Community Transfer Body" has the meaning ascribed to it under Section 80 of the Community Empowerment (Scotland) Act 2015;
 - 20.1.3 "Crofting Community Body" has meaning ascribed to it under Section 71 of the Land Reform Act 2003;
 - 20.1.4 "Charity" has the meaning ascribed to it in under Section 34(8) of the Land Reform Act 2003;
 - 20.1.5 "Part 3A Community Body" has the meaning ascribed to it under Section 97D of the Land Reform Act 2003; and
 - 20.1.6 "Part 5 Community Body" has the meaning ascribed to it under Section 49 of the Land Reform Act 2016.
- 20.2 The winding-up of the Trust may take place only on the decision of the Ordinary Members by Special Resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Article 6.12.
- 20.3 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 2003, Land Reform Act 2016 or the Community Empowerment (Scotland) Act 2015) shall be given or transferred to such other:
- 20.3.1 Community Body or Bodies;
 - 20.3.2 Community Transfer Body or Bodies or to a Charity;
 - 20.3.3 Crofting Community Body or Bodies;
 - 20.3.4 Part 3A Community Body or Bodies; or
 - 20.3.5 Part 5 Community Body or Bodies,
- as is appropriate and is:
- 20.3.6 determined by not less than 75% of the Ordinary Members of the Trust who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and
 - 20.3.7 approved by the Office of the Scottish Charity Regulator (and its successors) (if the Trust is a Charity at or before the time of its winding up); and
 - 20.3.8 approved thereafter by the Scottish Ministers (where required to do so), under declaration that, if the Trust is a Charity at or before the time of its winding up, then the Community Body or Bodies, or Community Transfer Body or Bodies, or Crofting Community Body or Bodies, or Part 3A Community Body or Bodies, or Part 5 Community Body or Bodies referred to above must also be a Charity or Charities.
- 20.4 Or if no such Community Body or Bodies, or Community Transfer Body or Bodies, or Part 3A Community Body or Bodies, or Crofting Community Body or Bodies, or Part 5 Community Body or Bodies is determined by the Ordinary Members and approved by Scottish Ministers in terms of Article 20.3, such property referred to in Article 20.3 shall, be transferred to the Scottish Ministers or, to such Charity or Charities as the Scottish Ministers may direct.

Annexation

Schedule 1 Definitions

Schedule 2 Map of current boundaries of North Queensferry Community Council

Schedule 3 Powers

Schedule 4 Instrument of Proxy

Schedule 1

Definitions

Further to Article 2.1, the definitions and meanings to apply throughout these Articles of Association and the Schedules hereto, are as follows:

WORDS	MEANINGS
AGM	- the Annual General Meeting of the Members.
Articles	- these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	- the Board of Trustees, being the Directors of the Trust.
Charitable Purposes	- as described in Article 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	- the Charities and Trustee Investment (Scotland) Act 2005
Charity	- a body entered in the Scottish Charity Register as defined under section 106 of the Charities Act.
Circulation Date	- the date on which copies of a written resolution are sent to the Members in terms of Article 6.12.
Clear Days	- means a period excluding the day on which notice is given and the day on which the meeting is held.
Companies Act	- the Companies Act 2006
electronic form and electronic means	- as defined in Section 1168 of the Companies Act.
General Meeting	- any general meeting of the Members.
in person	- means present in person or by proxy at a general meeting, deemed to be present in person in terms of article 6.1.4 or present in person or by proxy by electronic means at a General Meeting, held exclusively by such means, as the case may be.
in writing	- representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods whether sent or supplied in electronic form or otherwise.
Land Reform Acts	- the Land Reform Act 2003 and the Land Reform Act 2016.

Members	- all members of the Trust (references to Ordinary Members and Junior Members having the specific meanings ascribed respectively to them in Article 5).
Month	- calendar month.
Organisation	- any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
Platform	- includes, but is not limited to, remote conferencing systems including those hosted on the internet and conference call systems.
Property	- any property, heritable or moveable, real or personal, wherever situated in the world.
Signed	- where a document or information sent or supplied (a) in hard copy form is authenticated by bearing the signature of the person sending or supplying it, or (b) in electronic form is authenticated if the identity of the sender is confirmed in a manner specified by the Trust or, where no such manner has been specified by the Trust, if it is accompanied by a statement of the identity of the sender and the Trust has not reason to doubt the truth of that statement.
Trust	- North Queensferry Community Trust
Trustee(s)	- Director(s) for the time being of the Trust.

Schedule 2

Map showing the boundaries of North Queensferry Community Council as at the time of the adoption of these Articles

This is the Map referred to in Article 3



Schedule 3

Powers available to the Trust

Further to Article 3.2, the Trust shall have the following powers (but only in furtherance of the Charitable Purposes) and 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, namely:

1 General

- 1.1 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 Charitable Purposes;
- 1.2 to provide advice, consultancy, training, tuition, expertise and assistance;
- 1.3 to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- 1.4 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;

2 Property

- 2.1 to register an interest in land and to exercise the right to buy land under Part 2 or Part 3A of the Land Reform Act 2003 or Part 5 of the Land Reform Act 2016, including any statutory amendment or re-enactment thereof for the time being in force;
- 2.2 to make an asset transfer request under Part 5 of the Community Empowerment (Scotland) Act 2015, including any statutory amendment or re-enactment thereof for the time being in force;
- 2.3 to purchase, take on lease, hire, or otherwise acquire any property suitable for the Trust;
- 2.4 to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Trust's property;
- 2.5 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;
- 2.6 to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

3 Employment

- 3.1 to employ, contract with, train and pay such staff (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the Trust, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;

4 Funding and Financial

- 4.1 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust;
- 4.2 to accept or decline subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- 4.3 to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Trust and/or in support of any obligations undertaken by the Trust;

- 4.4 to set aside funds not immediately required as a reserve or for specific purposes;
- 4.5 to open, operate and manage bank and other accounts and 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;
- 4.6 to make grants or loans of money and to give guarantees;
- 4.7 to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Conduct Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers of investment on such terms and at such reasonable remuneration as the Board thinks fit, and to enable investments to be held for the Trust in nominee names, but subject always to the provisions of the Charities Act;

5 Development

- 5.1 to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;
- 5.2 to establish, operate and administer and/or otherwise acquire any separate trading company or association, or subsidiary, whether charitable or not;
- 5.3 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 charity;
- 5.4 to enter into any collaboration or joint venture with any entity including organisation, business, company, charity or individuals, which may be advantageous for the purposes of the activities of the Trust;
- 5.5 to enter into contracts to provide services to or on behalf of others;

6 Insurance and Protection

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

7 Ancillary

- 7.1 to pay the costs of forming the Trust and its subsequent development;
- 7.2 to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
- 7.3 to do anything which may be incidental or conducive to the Charitable Purposes.

Schedule 4

Form of Proxy

Further to Article 6.8.3, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

North Queensferry Community Trust

("the Trust")

I,
of.....,
being an Ordinary Member of the Trust hereby appoint the person chairing
the Annual General Meeting/General Meeting/or*.....
.....,
of,
as my proxy to vote for me on my behalf at the Annual General
Meeting/General Meeting of the Trust to be held on..... and at
any adjournment thereof.

[This form to be used in favour of/against the resolution(s)*]

[Insert wording of each resolution]

** to be deleted if not required, or amended if it is required*

Unless otherwise instructed, the Proxy will vote as he or she thinks fit

Signature of member appointing proxy.....

dated.....

To be valid, this Form of Proxy, once signed and dated, must be lodged at
least 48 hours before the start of the Annual General Meeting/General
Meeting referred to above