

**THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**Company No. SC 157417
Scottish Charity No. SC 023575**

GLENURQUHART CARE PROJECT

Incorporated the 12th APRIL 1995

MEMORANDUM and ARTICLES of ASSOCIATION

Including Amendments by Resolutions on:**

- **23rd June 2008: Articles 2.7, 2.11, 9.1 Changed, and 12.6 Added**
- **17th November 2008: Memorandum Clause 3(1) Amended**
- **22nd November 2017: Articles 2.2 Deleted, 4.3 Added, 9.1 Amended, 12.4 Added**
- **22nd January 2020 : Article 9.1 Amended**

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THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION

of

GLENURQUHART CARE PROJECT

1. **The Company's name is GLENURQUHART CARE PROJECT**
2. **The Company's registered office is to be situated in Scotland.**

OBJECTS

3. **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 for the purposes of section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment for the time being in force). Subject to that over-riding qualification, the Company's objects are:**

(1) To relieve the sickness, distress and suffering and to further the health of the inhabitants of Glen Urquhart, Strathglass, Kiltarlity, Abriachan and environs ("the Area of Benefit") in such ways as the Company shall from time to time think fit.**

(2) To provide, or assist in the provision of, local residential, respite and health care facilities for the elderly and infirm, primarily for the use of the existing and former inhabitants of the Area of Benefit without distinction of political, religious or other opinions.

(3) To provide, or assist in the provision of, other facilities in the interest of social welfare for the recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants.

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

(a) To promote Companies whose activities may further one or more of the above objects, acquire and hold shares, stocks, debentures and other interests in such Companies and carry out, in relation to any such Company which is a subsidiary of the Company, all such functions as maybe associated with a holding Company.

(b) To promote or encourage or assist in the teaching or training of persons engaged in, or students of, any branch of medicine, surgery, nursing or allied services.

(c) To acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the Company.

(d) To purchase, take on feu, lease, hire, take in exchange, and otherwise acquired any property and rights which may be advantageous for the purposes of the activities of the Company, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

(e) To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company.

(f) To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company.

(g) To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.

(h) To borrow money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person.

(i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(j) To remunerate any individual in the employment of 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/widower, 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.

(k) To promote any private Act of Parliament or other authority to enable the Company to carry on its activities, alter its constitution or achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's interests.

(l) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession.

(m) To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated.

(n) To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.

- (o) To effect insurance against risks of all kinds.**
- (p) To invest moneys of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of and vary such investments and securities.**
- (q) To establish and support 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.**
- (r) To amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company.**
- (s) To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any Company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate.**
- (t) To transfer all or any part of the undertaking, property and rights of the Company to' any body, incorporated or unincorporated, with which the Company is authorised to amalgamate.**
- (u) 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.**
- (v) 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.**
- (w) To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise.**
- (x) To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.**
- (y) To do anything which may be incidental or conducive to the attainment of any of the objects of the Company.**

and it is declared that

(i) in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated

(ii) in this clause, and throughout this Memorandum of association the word "charitable" shall have the meaning ascribed to it for the purposes of section 505 of the Income and Corporation Taxes Act 1988, including any statutory amendment or re-enactment for the time being in force.

COMPANY NOT FORMED FOR FORMED FOR PROFIT

4. Subject to clause 5.

(a) the income and property of the Company shall be applied solely towards the promotion of its objects as set out in clause 3 of this Memorandum of Association

(b) no part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the Members of the Company

(c) no Director of the Company shall be appointed to any office under the Company in respect of which a salary or fee is payable and

(d) no benefit in money or money's worth shall be given by the Company to any Director except repayment of out-of-pocket expenses.

5. The Company shall, notwithstanding the provisions of clause 4, be entitled

(a) to pay reasonable and proper remuneration to any Director or Member of the Company in return for particular services (not being of a management nature) actually rendered to the Company

(b) to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any Director or Member of the Company

(c) to pay rent at a rate not exceeding the open market rent for premises let to the Company by any Director or Member of the Company and

(d) to purchase assets from, or sell assets to, any Director or Member of the Company providing such purchase or sale is at market value.

LIMITED LIABILITY

6. The liability of the Members is limited.

WINDING UP

7. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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.

8. If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the Members of the Company but shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and whose constitution restricts the distribution of income and assets among Members to an extent at least as great as does clause 4 of this Memorandum of association; such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some other charitable object.

ACCOUNTS

9. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to Inspection at all times by any Director of the Company.
10. The Company's auditors shall make a report to the Members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in general meeting.

WE, the subscribers to this, Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names, Addresses and Descriptions of Subscribers

**PETER RICHARD WILKES
BALNACRAIG, DRUMBUIE, DRUMNADROCHIT,
IV3 6UX
MEDICAL PRACTITIONER**

**ALEXANDER WHYTE
KINNAIRD, PITKERRALD ROAD, DRUMNADROCHIT, IV3 6XD
RETIRED**

**MARY HELEN GIRVAN
THE GRANGE, CORRIMONY, GLENURQUHART, IV3 6TW
FARMER**

**NEIL MACINNES
AN FHAIRE, BALNAIN, GLENURQUHART, IV3 6TJ
CHARTERED ENGINEER**

**ANDREW CRAIG MACKAY
BOGLASHIN, DRUMNADROCHIT, IV3 6XJ
BUSINESS CONSULTANT**

**AMANDA WALKER
49 MILTON, DRUMNADROCHIT, IV3 6UA
MEDICAL PRACTITIONER**

**MICHAEL HOURSTON CLARK
UPPER BALNACRAIG, DRUMBUIE, DRUMNADROCHIT, IV3 6UX
EDUCATIONAL CONSULTANT**

**LYNN KROPP
KIRKNESS, MILTON, DRUMNADROCHIT, IV3 6UA
R.G.N., REFUGE WORKER**

DATED the 1st APRIL 1995

Witness to the above Signatures:

**ISABELL YOUNG
8 DRUIMLON, DRUMNADROCHIT, IV3 6UY PRACTICE MANAGER**

THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
of
GLENURQUHART CARE PROJECT

1. INTERPRETATION

1.1. In these Articles

"the Act" means the Companies Act 1985; any reference in these Articles to a provision of the Act shall be deemed to include any statutory modification or re-enactment of that provision for the time being in force.

"clear days" in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"the United Kingdom means Great Britain and Northern Ireland.

"the Area of Benefit" means Glenurquhart and those environs commonly served by the Drumnadrochit Medical Practice

1.2. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not in force at the date of incorporation of the Company.

1.3. The Interpretation Act 1978 shall apply to these Articles as it applies to any Act of Parliament.

2. MEMBERSHIP

2.1. The subscribers to the Memorandum of association and such other persons as are admitted to Membership in accordance with these Articles shall be the Members of the Company. A Member must

(a) reside, or have their place of employment or business, within the Area of Benefit or

(b) be nominated by two Members who themselves fulfil a qualification under paragraph (a) of this Article or

(c) be nominated in writing by a Support Body which shall be a club, society or organisation based within the Area of Benefit.

2.2 ** (Clause deleted 22/11/2017)

2.3 An existing Member may remain a Member notwithstanding that he/she ceases to fulfil any of the qualifications under Article 2.1(a).

2.4. An employee of the Company may not be a Member.

2.5 A Member may at any time withdraw from the Company giving at least seven clear days' notice to the Company.

2.6. Any person who proposes to become a Member shall lodge with the Company a written application for membership (in such form as the Directors require), signed by the applicant or by the appropriate officers of the Support Body. An application for Membership must be accompanied by a remittance for the full amount of the annual Membership subscription.

2.7 (a) The Directors shall not be entitled to refuse to admit any persons to Membership , or cause membership to cease, without good cause and explanation. The Directors shall be bound to refuse to admit any person to membership if his/hers membership will result in the members who reside within the Area of Benefit ceasing to constitute a majority of the Members. Examples of good cause for cessation of membership include those listed in Clause 2.11:**

b) Membership applications can be rejected on the basis that the applicant has previously been a member of the Company and was previously excluded from membership by virtue of one of the reasons above.

c) Membership may not be restricted/withheld, and members may not be expelled on the basis of gender, age, ethnic background, disability, caring responsibilities, sexual orientation, religious belief, or marital status.

2.8 Each application for Membership shall be considered by the Directors at the first meeting of the Directors which is held after receipt by the Company of the written application and remittance. If the Directors resolve at any meeting to refuse admission of an application to Membership, they shall notify the applicant in writing accordingly within a period of seven days after the meeting and return to the applicant any remittance lodged.

2.9. The Directors shall maintain a Register of Members which shall be open to the inspection of any person.

2.10. The amount of any annual Membership subscription shall be determined by ordinary resolution.

2.11 Membership of the Company shall cease:**

a) if he, she or it sends written notice of resignation to the Company; or

b) if, being an individual, he or she becomes insolvent or apparently insolvent or makes

any arrangement with his or her creditors; or
c) if, being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable); or
d) if the annual subscription due remains outstanding for more than six calendar months (and provided that the member in question has been given at least one written reminder) and if the Board chooses to expel that member from membership; or
e) if a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Directors, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
f) if, being an individual, he or she dies (the right of membership not being assignable); or
g) on becoming an employee of the Company; or
h) on the Company receiving written notice from a Support Body that its nomination of the Member is withdrawn

3. PATRONS

3.1 At any time the Directors shall have the power of appointing any person or persons (whether a Member or not) to be a Patron of the Company. Such persons holding office as Patron may resign by notice in writing to the Secretary and the office shall be vacated if he/she is removed by resolution of the Directors. No Patron of the Company shall take part in the management of the Company, nor shall they be liable on a winding-up unless a Member of the Company.

4. GENERAL MEETINGS

4.1. All general meetings other than annual general meetings shall be called extraordinary general meetings.

4.2. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.

4.3** The Directors shall convene an annual general meeting (AGM) within each calendar or financial year, at such time as it may determine. Not more than 15 months shall elapse between one AGM and the holding of the next.

5. NOTICE OF GENERAL MEETINGS

5.1. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice, but a general notice may be called by shorter notice if it so agreed -

(a) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and

(b) in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the Members.

5.2. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and in the case of an annual general meeting, shall specify the meeting as such. Provided that the notice shall state the terms of any

resolution which is to be proposed as a special resolution and shall contain particulars of any Directors who are to retire by rotation or otherwise at the meeting and of any

persons who are to be proposed for appointment or re-appointment as Directors at the meeting. The notice shall be given to all the Members and the Directors and auditors.

5.3. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6. SPECIAL RESOLUTIONS AND ORDINARY RESOLUTIONS

6.1. For the purposes of these Articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with section 5 Articles; 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.

6.2. In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the Company, by special resolution,

(a) to alter its name

(b) (subject to the provisions of the Act) to alter its Memorandum of association with respect to the Company's objects

(c) to alter any provision of these Articles or adopt new Articles of association.

6.3. For the purposes of these Articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes cast against, and (as applicable) the chairperson's casting vote) at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with section 5 Articles.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1. No business shall be transacted at any meeting unless a quorum is present. Five persons entitled to vote upon the business to be transacted and present in person shall be a quorum.

- 7.2. If the quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting such a quorum ceases to be present, the meeting if convened on the requisition of Members shall be dissolved. In any other case the meeting shall stand adjourned to such time and place as the Directors may determine.**
- 7.3. The Convener shall (if present and willing to act as chairperson) preside as chairperson of the meeting; if the Convener is neither present nor willing to act as chairperson within half an hour after 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.**
- 7.4. If no Director willing to act as chairperson is present within half an hour after the time appointed for holding the meeting, the Members present shall elect one of their number to be chairperson.**
- 7.5. The chairperson may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place. When a meeting is adjourned for twenty-one days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting. The provisions of Articles 5.1 and 5.2 with respect to the notice to be given of the business to be conducted at a meeting shall apply to such notice of an adjourned meeting. Save as aforesaid it shall not be necessary to give notice of an adjourned meeting.**
- 7.6. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded by the chairperson or by at least two Members present in person at the meeting.**
- 7.7. Unless a poll is demanded in accordance with the preceding Article, a declaration by the chairperson that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.**
- 7.8. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.**
- 7.9. If a poll is demanded in accordance with Article 7.5, it shall be taken at once by means of a secret ballot of all the Members present and entitled to vote conducted in such manner as the chairperson may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.**
- 7.10. A resolution in writing signed by all the Members entitled to vote upon it shall be as effectual as if it had been passed at a general meeting duly convened and held; it may consist of several documents in the same form each signed by one or more Members.**

8. VOTES OF MEMBERS

- 8.1. Every Member shall have one vote which must be given personally.**
- 8.2. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a casting vote in addition to any other vote he/she may have.**
- 8.3. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.**

9. NUMBER OF DIRECTORS

- 9.1** The maximum number of Directors shall, unless determined otherwise by special resolution, be **twelve** and the minimum number of Directors shall be three.**

10. POWERS OF DIRECTORS

- 10.1. Subject to the provisions of the Act, the Memorandum of association and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.**
- 10.2. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of his/her powers.**

11. DELEGATION OF DIRECTORS POWERS

- 11.1. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to the Convener or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him/her. Any delegation of powers under the preceding Article may be made subject to such conditions as the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Directors shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.**

12. APPOINTMENT, RETIRAL, RE-APPOINTMENT OF DIRECTORS

- 12.1. Any Member who wishes to be considered for appointment as a Director at an annual general meeting shall lodge with the Company a written notice of his/her willingness to be appointed (in such form as the Directors require), signed by him/her, at least seven days before the date of the annual general meeting.**

- 12.2. At an annual general meeting the Company may by ordinary resolution appoint as a Director any Member in respect of whom a written notice of willingness to accept such an appointment has been received in compliance with the preceding Article.**
- 12.3. The Directors may at any time appoint any Member (providing he/she is willing to act), to be a Director either to fill a vacancy or as an additional Director.**
- 12.4. At the first annual general meeting all the Directors shall retire from office. At each annual general meeting (other than the first)**
- (a) all Directors who have been appointed by the Directors since the date of the last annual general meeting shall retire from office and**
- (b) out of the remaining Directors the one third (to the nearest round number) who have been longest in office since they were last appointed or re-appointed shall retire from office; the question of who is to retire as between Directors appointed or re-appointed on the same date shall be determined by lot.**
- ** (c) no Director can be in office more than six years, without at least one year out of office before being eligible for appointment again**
- 12.5. The Company may at any annual general meeting by ordinary resolution re-appoint any Director who retires from office at the meeting under Article 12.4 (providing he/she is willing to act); if any such Director is not re-appointed, he/she shall retain office until the meeting appoints someone in his/her place or, if it does not do so, until the end of the meeting.**
- 12.6** A majority of the Directors must reside in the Area of Benefit and have been appointed by resolution of the Members in compliance with Article 12.2 above. No Member may be appointed or reappointed as a Director if this majority is thereby removed**

13. DISQUALIFICATION AND REMOVAL OF DIRECTORS

13.1. A Director shall vacate office if he/she

- (a) ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director**
- (b) is sequestered**
- (c) 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 six months**
- (d) becomes an employee of the Company**
- (e) ceases to be a Member of the Company**
- (f) resigns office by notice to the Company**
- (g) - is absent for a period of more than six months (without permission of the Directors) from meetings of Directors held during that period and the Directors resolve to remove him/her from office or**

(h) is removed from office by ordinary resolution (special notice having been given) in pursuance of section 303 of the Act.

14. DIRECTORS' REMUNERATION AND EXPENSES

- 14.1. No Director shall be entitled to any remuneration, whether in respect of his/her office as Director or as holder of any executive office under the Company.**
- 14.2. The Directors may be paid all travelling and other expenses properly incurred by them in connection with their attendance at meetings of Directors, general meetings, meetings of committees of Directors or otherwise in connection with the discharge of their duties.**

15. DIRECTORS' APPOINTMENTS

- 15.1. Directors shall be appointed to hold the offices of Convener, treasurer and such other executive offices as the Directors may consider appropriate; each such office shall be held until the conclusion of the annual general meeting which next follows appointment. A Director whose period of executive office expires may be reappointed to such office (providing he/she is willing to act).**
- 15.2. The appointments to executive office shall be made at a meeting of Directors held as soon as reasonably practicable after the incorporation of the Company and thereafter at a meeting of Directors held as soon as reasonably practicable after each annual general meeting.**
- 15.3. The appointment of any Director to executive office shall terminate if he/she ceases to be a Director or if he/she resigns from such executive office by notice to the Company. If the appointment of any Director to executive office so terminates, the Directors shall, at a meeting of Directors held as soon as reasonably practicable after such termination, appoint another Director to hold such office in his/her place; a Director so appointed shall hold such executive office until the conclusion of the first annual general meeting which follows such appointment.**

16. DIRECTORS' INTERESTS

- 16.1. Subject to the provisions of the Act and of clause 4 of the Memorandum of association and provided that he/she has disclosed to the Directors the nature and extent of any material interest of his/hers, a Director notwithstanding his/her office**

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested

(b) may be a Director or other officer of, or employed by, or a party to, any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested and

(c) shall not, by reason of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

16.2. For the purposes of Article 16.1

(a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified and

(b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers.

17. PROCEEDINGS OF DIRECTORS

17.1. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. Any Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. No notice of a meeting of Directors need be given to a Director who is absent from the United Kingdom. Questions arising at a meeting of Directors shall be decided by a majority of votes; in the case of an equality of votes, the chairperson shall have a second or casting vote.

17.2. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number, shall be three.

17.3. 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.

17.4. Unless he/she is unwilling to do so, the Convener shall preside as chairperson at every meeting of Directors at which he/she is present. If the Convener 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.

17.5. All acts done by a meeting of Directors or by a meeting of a committee of Directors or by a person acting as a Director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

17.6. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the same form each signed by one or more Directors.

17.7. Except as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or at a meeting of a committee of Directors on any resolution concerning a matter in which he/she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his/her interest or duty arises only because the case falls within either or both of the following paragraphs -

(a) the resolution relates to the giving to him/her of a guarantee, security or indemnity in respect of money lent to, or any obligation incurred by him/her for the benefit of, the Company or any of its subsidiaries

(b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part (and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security.

For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force at the date of incorporation of the Company), connected with a Director shall be treated as an interest of the Director. .

- 17.8. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.**
- 17.9. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a Director from voting at a meeting of the Directors or at a meeting of a committee of Directors.**
- 17.10. Where proposals are under consideration concerning the appointment of two or more Directors to executive offices with the Company or to offices or employments with any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately; provided he/she is not for another reason precluded from voting, each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his/her own appointment.**
- 17.11. If a question arises at a meeting of Directors or at a meeting of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting; his/her ruling in relation to any Director other than himself/herself shall be final and conclusive.**
- 17.12. The Directors may invite any person to attend and speak, but not to vote, at any meeting or meetings of the Directors or any committee of the Directors.**
- 18. SECRETARY**
- 18.1. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.**
- 19. MINUTES**
- 19.1. The Directors shall cause minutes to be made, in books kept for the purpose, of all appointments of office made by the Directors, and of all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.**

20. ACCOUNTS

20.1. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or as authorised by the Directors or by ordinary resolution of the Company.

21. SOCIAL AUDIT

21.1. The Directors shall issue a report each year to the members of the Company (in such form as the Directors may reasonably deem appropriate,) setting out the social and community benefits which they consider the activities of the Company to have achieved.

21.2. The Directors may arrange for an objective assessment (such assessment being referred to in these articles as a "Social Audit") to be made on an annual basis of the social and community benefits achieved by the Company; the social audit, in addition to examining the effectiveness of the Company in relation to pursuit of its objects, shall address matters bearing upon the welfare of employees.

22. NOTICES

22.1. Any notice to be given in pursuance of these Articles shall be in writing; the Company may give any such notice to a Member either personally or by sending it by post in a pre-paid envelope addressed to the Member as his/her registered address or by leaving it at that address.

22.2. Any notice, if sent by post, shall be deemed to have been given at the expiry of twenty four hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

22.3. A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

23. WINDING-UP

23.1. If the Company is wound up, the liquidator shall give effect to the provisions of clauses 7 and 8 of the Memorandum of association.

24. INDEMNITY

24.1. 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 judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

25 RULES OR BY-LAWS

25.1. The Directors may from time to time make such rules or bylaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of Membership and in particular but without prejudice to the generality of the foregoing they may by such rules or bylaws regulate:

(a) the admission and classification of Members of the Company and the rights and privileges of such Members and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the subscriptions and other payments to be made by Members.

(b) the conduct of Members of the Company in relation to one another and to the employees of the Company

(c) and generally all such matters as are commonly the subject matter of all such rules or bylaws of a Company formed for the purposes of a Company.

25.2. The Company in general meeting shall have the power to alter or repeal the rules or bylaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules or bylaws which so long as they shall be in force shall be binding on all Members of the Company; provided nevertheless that no rule or bylaw shall be inconsistent with or shall affect or repeal anything contained in the Memorandum and Articles of association of the Company.

Names, Addresses and Descriptions of Subscribers

**PETER RICHARD WILKES
BALNACRAIG, DRUMBUIE, DRUMNADROCHIT, IV3 6UX MEDICAL
PRACTITIONER**

**ALEXANDER WHYTE
KINNAIRD, PITKERRALD ROAD, DRUMNADROCHIT, IV3 6XD RETIRED**

**MARY HELEN GIRVAN
THE GRANGE, CORRIMONY, GLENURQUHART, IV3.6TW FARMER**

**NEIL MACINNES
AN FHAIRE, BALNAIN, GLENURQUHART, IV3 6TJ CHARTERED ENGINEER**

**ANDREW CRAIG MACKAY
BOGLASHIN, DRUMNADROCHIT, IV3 6XJ
BUSINESS CONSULTANT**

**AMANDA WALKER
49 MILTON, DRUMNADROCHIT, IV3 6UA
MEDICAL PRACTITIONER**

**MICHAEL HOURSTON CLARK
UPPER BALNACRAIG, DRUMBUIE, DRUMNADROCHIT, IV3 6UX
EDUCATIONAL CONSULTANT**

**LYNN KROPP
KIRKNESS, MILTON, DRUMNADROCHIT, IV3 6UA
R.G.N., REFUGE WORKER**

DATED the 1st APRIL 1995

Witness to the above Signatures:

**ISABELL YOUNG
8 DRUIMLON, DRUMNADROCHIT, IV3 6UY PRACTICE MANAGER**