

THE COMPANIES ACT 2006

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

**ARTICLES of ASSOCIATION**

**of**

**Bruntsfield St. Oswald's**

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	<b>NAME</b>
1	The name of the company is "Bruntsfield St. Oswald's" ("the Company").
	<b>REGISTERED OFFICE</b>
2	The Registered Office of the Company is situated in Scotland. c/o Eric Liddell Centre, 15 Morningside Road, Edinburgh,
3	In these Articles of Association, the following definitions apply throughout: <p>"Act" means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.</p> <p>"AGM" means an Annual General Meeting.</p> <p>"Article(s)" means any Article or these Articles of Association.</p> <p>"Board" means the Board of Directors.</p> <p>"Charity" means a body entered in the Scottish Charity Register as defined under section 106 of Charities and Trustee Investment (Scotland) Act 2005.</p> <p>"Charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.</p> <p>"Clear days" means a period excluding the day when notice is given and the day of the meeting.</p> <p>"Community" means the Community area described in Article 4.</p> <p>"Company" means the company to which these Articles relate to.</p> <p>"Director(s)" means the director(s) for the time being of the Company.</p> <p>"GM" means a General Meeting.</p> <p>"Individual" means a human/person.</p> <p>"Land Reform Act" means the Land Reform (Scotland) Act 2003 and every statutory modification or re-enactment thereof for the time being in force.</p> <p>"Members" mean those individuals or organisations who have joined the company.</p> <p>"Organisation" means any incorporated or unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person).</p> <p>"Property" means any property, assets or rights, heritable or moveable, wherever situated in the world.</p> <p>"Subscribers" means those persons who have subscribed the Memorandum of Association.</p> <p>"Them &amp; Their or They" means individual or organisation.</p> <p>"The 2005 Act" means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification or re-enactment thereof for the time being in force.</p>
3.1	Words importing the singular number only shall include the plural number, and <i>vice versa</i> ; and words importing the masculine gender only shall include the feminine gender.
3.2	These Articles supersede any model Articles and any regulations pertaining thereto. 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.

3.3	The two Schedules to these Articles are deemed to form an integral part of these Articles.
	<b>DEFINITION OF COMMUNITY AND PURPOSES</b>
4	The Company has been formed to benefit the Community of Bruntsfield as defined by Bruntsfield Primary School Catchment Area as of 20 Feb 2020 – see Appendix 1. (“the Community”), with the Purposes listed in the sub-articles hereto (“the Purposes”), to be exercised following 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), namely:
	<b>PURPOSES</b>
4.1	The company’s main purpose is consistent with furthering the achievement of sustainable development. The company’s purposes are:
4.2	advancement of citizenship or Community development, including rural or urban regeneration.
4.3	to provide or advance the accessibility of recreational, facilities, and/or organising recreational activities, which will be available to members of the Community and public at large with the object of improving the conditions of life of the Community.
4.4	The advancement of education
	<b>POWERS</b>
5	The Company shall have powers, but only in furtherance of its Purposes, as expressed in <b>Schedule 1</b> annexed to these Articles.
	<b>GENERAL STRUCTURE OF THE COMPANY</b>
6	The structure of the Company comprises:
6.1	<b>Members</b> - comprising <ul style="list-style-type: none"> <li>a) Ordinary Members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect natural persons to serve as Directors and take decisions in relation to any changes to these Articles), and;</li> <li>b) Associate Members and the Junior Members; and</li> </ul>
6.2	<b>Directors</b> – comprising <ul style="list-style-type: none"> <li>a) Elected Directors and</li> <li>b) Appointed and Co-Opted Directors</li> </ul> <p>who hold regular meetings between each AGM, set the strategy and policy of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.</p>
	<b>MEMBERSHIP</b>
7	The members of the Company shall consist of the Subscribers (being those Ordinary Members who sign the original Memorandum of Association) and such other members as are admitted to membership in terms of these Articles.
8	Membership of the Company is open to:

8.1	<p><b>Ordinary Members:</b> those individuals aged 16 and over who:</p> <p>(a) are resident in the Community; and</p> <p>(b) are entitled to vote at a local government election in a polling district that includes the Community or part of it; and</p> <p>(c) who support the Purposes;</p>
8.2	<p><b>Associate Members:</b> those individuals and organisations who:</p> <p>(a) are not ordinarily resident in the Community</p> <p>(b) are not entitled to vote at a local government election in a polling district that includes the Community or part of it and</p> <p>(c) support the Purposes.</p> <p>Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.</p>
8.3	<p><b>Junior Members:</b> those individuals who:</p> <p>a) are aged between 12 and 15 and</p> <p>b) who support the Purposes.</p> <p>Junior Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.</p>
8.4	<p>Declaring that, if a Member ceases to comply with any of these criteria at Article 8.1, 8.2 and 8.3 they will be obliged to inform the Company and will thereafter be reclassified in terms of either Article 8.1, 8.2 or 8.3 and that if the Company becomes aware of this itself it will so reclassify the member and notify them accordingly.</p>
	<b>CONDITIONS OF MEMBERSHIP</b>
9	The following conditions apply to membership:
9.1	the Company shall have not fewer than <b>20</b> members at any time; and
9.2	at least three quarters of the members of the Company are members of the Community; and
9.3	in the event that the number of members falls below <b>20</b> or that at least three quarters of the members of the Company 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.
10	Any individual or organisation who wishes to become a member shall in such written form as the Board prescribe submit a written application for membership (in the case of an organisation the application must be signed by an appropriate officer of that body).
10.1	The Board shall promptly consider applications for membership, from time to time, determining if the terms of <b>Article 8</b> apply and into which category of membership each applicant shall belong, and immediately thereafter shall approve any valid application provided the applicant is not excluded by virtue of <b>Article 9</b> or has previously been a member of the Company and continues to be excluded from membership by virtue of <b>Article 15</b>
11	The Board shall maintain a Register of Members, setting out the name and postal address of each member, the relative category of membership and the date of the member's appointment and cessation.
	<b>MEMBERSHIP SUBSCRIPTIONS</b>
12	The Ordinary Members may (if applicable) at any or each AGM fix the annual subscriptions (and, if relevant, different rates thereof for different categories).
13	Members shall be required to pay the appropriate annual membership subscription, where fixed. Only those members who have paid their current subscription, where fixed, are entitled to take part in and vote at any General Meeting.

14	Any individual or organisation which, ceases to be a member (for whatever reason) shall not be entitled to any refund of membership subscription.
	<b>CESSATION OF MEMBERSHIP</b>
15	A member shall cease to be a member if:
15.1	they send written notice of resignation to the Company; or
15.2	being an individual, they become insolvent or apparently insolvent or makes any arrangement with his or her creditors; or
15.3	being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being transmissible assignment); or
15.4	the annual subscription due remains outstanding for more than six calendar months (and provided that the member in question has been given at least one written reminder) and if the Board chooses to expel that member from membership; or
15.5	a resolution that a member be expelled is passed by a majority of at least 75% of the members present (including proxy) 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
15.6	being an individual, he or she dies (the right of membership not being transmissible assignment).
	<b>GENERAL MEETINGS (Meetings of Members)</b>
16	The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Company. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
17	The business of each AGM shall include: <ul style="list-style-type: none"> <li>a) the report by the Chair on the activities of the Company</li> <li>b) the election of Directors;</li> <li>c) fixing of annual subscriptions;</li> <li>d) consideration of the accounts of the Company;</li> <li>e) the report of the auditor (if applicable); and</li> <li>f) the appointment of the auditor (if applicable).</li> </ul>
	<b>THE PROVISIONS WITH REGARD TO GENERAL MEETINGS</b>
18.	All General Meetings, other than AGMs, shall be called General Meetings (GM);
18.1	the Board may convene an GM whenever it thinks fit; and
18.2	the Board must convene an GM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 10% of the Ordinary Members, must clearly state the purposes of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more signees to the requisition.
19	Subject to the terms of Articles 70, 71 and 72, the provisions regarding notice of a General Meeting are as follows:
19.1	14 Clear days' notice at the least shall be given of every General Meeting to each member, Director, the Company Secretary and the auditor;
19.2	the notice shall specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions proposed in terms of Article 25;

19.3	the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any member entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.
	<b>CHAIR OF GENERAL MEETINGS</b>
20	The Chair of the Company, whom failing the Vice-Chair of the Company (if any), shall act as chair of each General Meeting. If neither the Chair nor the Vice-Chair is present or willing to act as chair of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves one of the Elected Directors who will act as chair of that meeting.
	<b>QUORUM AT GENERAL MEETINGS</b>
21	The quorum for a General Meeting shall be the greater of (a) 10 Ordinary Members or (b) 10% of the Ordinary Members, in either event being present in person or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.
22	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, date and place as may be fixed by the chair of the meeting.
22.1	The board may make any arrangements in advance of any general meetings to allow members to fully participate in such general meetings so long as all those participating in the meeting can clearly comprehend each other; a member participating in any such means other than in person shall be deemed to be present in person at the general meeting.
	<b>VOTING AT GENERAL MEETINGS</b>
23	The chair of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
24	The provisions regarding voting are as follows:
24.1	<ul style="list-style-type: none"> <li>a) each Ordinary Member shall have one vote, to be exercised in person or by proxy, by a show of hands</li> <li>b) Unless a secret ballot is demanded by the chair of the meeting, or by at least four Ordinary Members present at the meeting and entitled to vote, this may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting.</li> <li>c) This shall be conducted in such a manner as the chair of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded.</li> <li>d) In that event, the chair of the meeting shall appoint and instruct tellers, who may cast their own personal votes ( if Ordinary Members);</li> </ul>
24.2	Associate and Junior Members shall have no vote;
24.3	whilst actual attendance by Ordinary Members is to be encouraged at General Meetings, any Ordinary Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:
24.3.1	a proxy need not be a member;
24.3.2	a proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote thereat; and

24.3.3	<p>(a) shall lodge with the company, at the company's registered office, a written instrument of proxy (in such form as the directors require), signed by him/her; or</p> <p>(b) shall send by electronic means to the company, at such electronic address as may have been notified to the members by the company for that purpose, an instrument of proxy (in such form as the directors require); providing (in either case), the instrument of proxy is received by the company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).</p>
24.3.4	the form appointing the Proxy shall be in terms of <b>Schedule 2</b> annexed to these Articles;
24.3.5	no form of proxy shall be valid more than 12 months from the date it was granted; and
24.4	in the event of an equal number of votes for and against any resolution, the chair of the meeting shall have a casting vote as well as a deliberative vote.
25	<p>At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions,</p> <p>a) to alter the name of the Organisation; or</p> <p>b) to amend the Purposes; or</p> <p>c) to amend these Articles (subject to <b>Article 74</b>) or</p> <p>d) to wind up of the Organisation in terms of Articles <b>75.1 to 75.4</b>; or</p> <p>e) all other Special Resolutions.</p> <p>shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting).</p>
26	Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
26.1	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 Company duly convened and held, provided that the terms of this Article are followed.
26.2	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 Company duly convened and held, provided that the terms of this Article are followed.
26.3	written resolutions may not be used either for the removal of a Director prior to the expiration of his or her term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of his or her term of office.
26.4	any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail), or by means of a website 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).

26.5	Where such a written resolution is proposed by members, the following shall apply: (a) the resolution must be requested by not less than 10% 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; (c) the members' request must identify the resolution to be put to members and the Board can reject such resolutions, but must provide reasons for doing so to the members requesting the resolution; (d) the members' request can include an accompanying statement (not exceeding 1,000 words) which they can require the Company to issue with the written resolution to all Ordinary Members; (e) within 21 days, the Company must circulate the resolution and any accompanying statement with the express statements referred to in <b>Article 26.6</b> hereof; and (f) the Company may charge a reasonable fee to the requesting members to cover its costs of circulation of the members' request.
26.6	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 (by fax or by e-mail); (c) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and (d) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).
26.7	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.
26.8	Once an Ordinary Member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.
	<b>MEETING ADJOURNMENT</b>
27	The chairman of the General Meeting may, with the consent of a majority of the Ordinary Members present and voting thereat, adjourn the General Meeting to such time, date and place as he or she may determine.
	<b>COMPANY MANAGEMENT</b>
28	The affairs, property and funds of the Company shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Company, and may on behalf of the Company do all acts as may be exercised and done by the Company, other than those required to be exercised or done by the Ordinary Members in a General Meeting, and subject always to these Articles and to the provisions of the Act.
	<b>APPOINTMENT OF DIRECTORS</b>
29	The number of Directors shall be not less than three. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than 12.
	<b>Interim Board</b>
30	Upon incorporation of the Company, the following applies with regard to the Interim Board of Directors:
30.1	The Subscribers (majority of whom must be Ordinary Members), and any one or more individual persons whom they choose to co-opt as Co-opted Directors in terms of <b>Article 35</b> , shall comprise the Interim Board.



30.2	The Interim Board shall remain in office until the first General Meeting of the Company, to be held as soon as practicable after incorporation, at which time each Director on the Interim Board shall retire, but shall if each wishes remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of <b>Article 33.4</b> ).
31	Employees of the Company may not be nominated as or become Directors.
	<b>Composition of the Board of Directors</b>
32	From and after the first General Meeting of the Company, the Board shall comprise the following persons (a majority of whom shall always be Elected Directors), namely:
32.1	up to 8 individual persons elected as Directors by the Ordinary Members in terms of <b>Article 33</b> ("the Elected Directors"), who must themselves be Ordinary Members; and
32.2	up to 2 individual persons appointed by Bruntsfield St. Oswald's in terms of <b>Article 34</b> ("the Appointed Directors"); and
32.3	up to 2 individual persons co-opted in terms of <b>Article 35</b> ("the Co-opted Directors"), so as to ensure a spread of skills and experience within the Board;
32.4	who shall meet as often as necessary to despatch all business of the Company as specified in the Articles and particularly with reference to the restrictions in the quorum for Board meetings specified in <b>Articles 44 and 45</b> .
	<b>Elected Directors</b>
33	At the first General Meeting held in terms of <b>Articles 30.2 and 32.1</b> , the Ordinary Members shall elect up to 8 (minimum of 3) Elected Directors, in respect of which the following shall apply:
33.1	provided that the first General Meeting in terms of <b>Article 30.2</b> is held before the first AGM, there shall be no change in or election of Directors at the first AGM (except to the extent of filling any vacancies in the Board left over after the first General Meeting or caused by any retirements since);
33.2	at the second and each subsequent AGM, one-third of the Elected Directors (or the nearest number upwards) shall retire from office;
33.3	a retiring Elected Director shall retain office until the close or adjournment of the meeting;
33.4	a retiring Director shall be eligible for re-election after one term of office, but no Director can serve more than three consecutive terms of office, without at least one year out of office before being eligible again;
33.5	if no other Director has or Directors have decided or agreed to retire, the Elected Directors to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot;
33.6	nomination of any Elected Director, who shall himself or herself be (or be eligible to become) an Ordinary Member, shall be in writing by not less than any two Ordinary Members delivered to the Registered Office not less than 7 days prior to the date of the AGM in question and wherein the nominee shall confirm his or her willingness to act as an Elected Director if elected; and
33.7	election of any Elected Director shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Directors on the Board.
	<b>Appointed Directors</b>
34	Subject to <b>Article 32.2</b> , up to 2 individual/individuals may be appointed by Bruntsfield St. Oswald's, c/o Eric Liddell Centre, Morningside Road, Edinburgh, or its successors, in respect of which the following shall apply:
34.1	on receipt of the Notice for each AGM of the Company, including the first General Meeting held after incorporation, the said Bruntsfield St. Oswald's (or its successors) shall intimate the Director being appointed by it at the AGM, by written notice delivered to the Registered Office not less than 2 days before the start of the meeting, failing which any Director previously appointed by it shall remain in office; and

34.2	Bruntsfield St. Oswald's (or its successors) may appoint or remove its appointed Directors at any time, by written notice to that effect delivered to the Registered Office not less than 2 days before the change is to take effect.
34.3	for the avoidance of doubt, an Appointed Director may participate fully in and vote at all Board meetings which he or she attends.
	<b>Co-opted Directors</b>
35	Subject to <b>Article 32.3</b> , up to 2 individuals may be co-opted from time to time by the Board of Directors itself, as follows:
35.1	subject to <b>Article 35.3</b> , a Co-opted Director shall serve until the next AGM after his or her co-option;
35.2	a Co-opted Director can be re-co-opted at such next AGM;
35.3	a Co-opted Director can be removed from office at any time by a simple majority of the Board; and
35.4	for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.
	<b>VACANCY</b>
36.	The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Director from or after the date of such retiral or deemed retiral until the next AGM.
	<b>REGISTER OF DIRECTORS</b>
37	The Board shall ensure that a Register of Directors is maintained, which sets out the full details of each Director as required for all registration purposes, including the date and type of appointment and the date of retiral.
	<b>RETIRAL OF DIRECTORS</b>
38	A Director shall retire or be deemed to retire if:
38.1	being an Elected Director, he or she ceases to be an Ordinary Member in terms of either <b>Articles 8.1 or 15</b> ;
38.2	he or she becomes prohibited from being either (i) a charity trustee by virtue of section 69(2) of the Charities and Trustee Investment (Scotland) Act 2005 or (ii) a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986, and every statutory modification and re-enactment thereof for the time being in force; or
38.3	in terms of section 66(5) of the 2005 Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the 2005 Act; or
38.4	he or she is employed by or holds any office of profit under the Company (except where the provisions of <b>Article 40.4.2</b> apply); or
38.5	he or she becomes incapable for medical reasons of fulfilling the duties of a Director and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
38.6	he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
38.7	by written notice to the Registered Office, he or she resigns as a Director.
	<b>CHAIR AND VICE-CHAIR</b>
39	The Board shall meet as soon as practicable immediately after each AGM (or after a resignation of the Chair or Vice-Chair) meet to appoint a Chair, and if desired a Vice-Chair, from the Directors (both of whom must be Ordinary Members).

<b>CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND DIRECTORS</b>	
40.1	The income and property of the Company shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Company are to be applied for the benefit of the Community.
40.2	No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in <b>Article 40.4</b> .
40.3	No Director shall be appointed as a paid employee of the Company.
40.4	No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:
40.4.1	repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
40.4.2	reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or
40.4.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
40.4.4	payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
40.4.5	the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
40.4.6	payment by way of any indemnity, where appropriate;
	and in any such event the terms of <b>Articles 41 to 43</b> shall specifically apply.
40.4.7	For the avoidance of doubt, the above constraints in clause 40 do not in any way prevent Members from accessing any services provided by the Company
<b>PERSONAL INTERESTS &amp; CONFLICTS OF INTEREST</b>	
41	Any Director who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically at any relevant meetings. A personal interest includes not only the interest of the Director or employee in question, but also his or her partner, close relative or business associate, or any firm of which they are a partner or employee, or any limited company of which they are a director, employee or shareholder of more than 5% of the equity or voting power.
42	Additionally, the Board may resolve at any time to require all Directors to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Company and, with the express prior written approval of the Director or employee concerned, by members of the public.
43	Whenever a Director finds that there is a personal interest, as defined in <b>Article 41</b> , he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
43.1	whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
43.2	whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
43.3	whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of <b>Article 45</b> , where a Director leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.
<b>QUORUM AT BOARD MEETINGS</b>	

44	The quorum for Board meetings shall be not less than 50% of all the Directors, provided that the Elected Directors are always in the majority or equally represented at any Board meeting. No business shall be dealt with at a Board meeting unless such a quorum is present.
45	A Director shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.
	<b>MEETINGS OF THE BOARD OF DIRECTORS</b>
46	Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
47	7 clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in <b>Article 25</b> is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
47.1	All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.
48	A Director may, and on the request of a Director the Company Secretary shall summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.
49	The Chair, whom failing the Vice-Chair (if any), shall be entitled to preside as chair of all Board meetings at which he or she is present. If at any meeting neither the Chair nor the Vice-Chair is present and willing to act as chair of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Elected Directors to be chair of the Board meeting, which failing the meeting shall be adjourned until a time and date when the Chair or Vice-Chair will be available.
50	The chair of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, each Director present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chair of the meeting shall have a casting vote as well as a deliberative vote.
51	The Board may delegate any of its powers to sub-committees, each consisting of not less than one Director and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Directors.
52	The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
52.1	Subject to <b>Article 52</b> , the company, upon request of any person for a copy of any minutes must, if the request is reasonable, give the person within 28 days of the request a copy of the requested minutes
52.2	Where such a request is received under <b>Article 52.1</b> the company: (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.
53	No alteration of the 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.

54	A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors, or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Directors or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
55	The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in <b>Article 29</b> , it may not conduct any business other than to appoint sufficient Directors to match or exceed that minimum.
56	The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
57	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 members/directors.
	<b>COMPANY SECRETARY, MINUTE SECRETARY, TREASURER and PRINCIPAL OFFICER</b>
58	The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.
59	The Board may appoint a Minute Secretary, for the purposes of <b>Article 52</b> , for such term, at such remuneration (if any), and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time.
60	The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time. Whilst in post, the Treasurer may be required to attend (but shall have no vote at (if not an elected Director) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.
61	The Board may appoint a Principal Officer of the Company on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.
	<b>HONORARY PATRON(S)</b>
62	The Ordinary Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Company, who would be appointed either for such fixed period as the Ordinary Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons are entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.
	<b>FINANCES</b>
63	The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time by resolution determine.
63.1	The signatures of two out of the signatories appointed by the directors shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the company; at least one out of the two signatures must be the signature of a director.
63.2	Where the company uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in article 63.1.
64	All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
65	The Board shall manage all funds and assets of the Company and are applied towards achieving the Purposes.

	<b>ACCOUNTS</b>
66	The Board shall cause accounting records to be kept for the company in accordance with the requirements of the Act and other relevant regulations.
67	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 thinks fit and shall always be open to the inspection of the Directors.
68	The Board shall ensure that an audit of the accounts is carried out by an auditor, an audit (within the meaning of the Act) shall not be required in a case where the Company is exempt (under the Act)
69	At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date (or, in the case of the first account, since the incorporation of the Company). The accounts shall be accompanied by proper reports of the Board. Copies of such accounts shall, not less than 14 clear days before the date of the Annual General Meeting, be delivered or sent to all members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).
	<b>NOTICES</b>
70	A notice may be served by the Company upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Members.
71	Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
72	The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company (where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet).
	<b>INDEMNITY</b>
73	Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Company shall be indemnified out of the funds of the Company against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.
	<b>ALTERATION TO THE ARTICLES</b>
74	Any alteration to these Articles should comply with the following conditions:
74.1	upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose in terms of <b>Article 25</b> ;

74.2	any changes to the purposes are subject to written consent being obtained from the Office of the Scottish Charity Regulator (and its successors) in terms of Section 16 of The Charities and Trustee Investment (Scotland) Act 2005
74.3	notify the Office of the Scottish Charity Regulator (and its successors) of any other changes to the Articles not covered under <b>Article 74.2</b> (i.e. not related to purposes) in terms of Section 17 of The Charities and Trustee Investment (Scotland) Act 2005.
74.4	notify the Scottish Ministers of any alterations to the Articles under Section 35(1) of the Land Reform Act
	<b>DISSOLUTION</b>
75.1	The winding-up of the Company may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
75.2	<p>If, on the winding-up of the Company, any property remains, after satisfaction of all its debts and liabilities, such property (including any land acquired by it in terms of the Land Reform Act) shall be given or transferred to such other:</p> <p>(a) Community body or bodies or (b) Part 3A Community body or bodies as may be:</p> <p>(I) determined by not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; (II) approved by the Office of the Scottish Charity Regulator (and its successors); (III) approved thereafter by the Scottish Ministers</p> <p>under declaration that, if the Company is a charity at or before the time of its winding up, then the Community body or bodies or crofting Community body or bodies or Part 3A Community body or bodies referred to above must also be a charity or charities</p>
75.3	Or If no such Community body or bodies or Part 3A Community body or bodies is determined by the Ordinary Members in terms of Article 75.2, such property referred to in Article 75.2 shall, be transferred to the Scottish Ministers or, if it's a charitable organisation be transferred, to such charity or charities as the Scottish Ministers may direct.
75.4	<p>In Article 75:</p> <p>a) "Community Body" has meaning ascribed to it under Section 34 of the Land Reform Act b) "Charity" has the meaning ascribed to it in under Section 34(8) of the Land Reform Act c) "Part 3A Community Body" have the meaning ascribed to it under Section 74 of the Community Empowerment (Scotland) Act 2015.</p>
	<b>LIMIT OF LIABILITY</b>
76.1	The liability of all members of the Company is limited.
76.2	Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

<b>Schedule 1</b>	
<b>Powers available to the Company</b>	
1	Further to Article 5, the Company shall have the following powers, but only in furtherance of the Purposes (and wherein reference to “property” means any property, assets or rights, heritable or moveable, wherever situated) and declaring that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:
	<b>General</b>
2.1	To encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Company to achieve the Purposes.
2.2	To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes.
2.3	To provide advice, consultancy, training, tuition, expertise and assistance.
2.4	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.
	<b>Property</b>
3.1	To register an interest in land and to exercise the right to buy land under Part 2 or Part 3A of the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force (“the Land Reform Act”).
3.2	To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company
3.3	to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Company's property.
3.4	To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company.
3.5	To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.
	<b>Employment</b>
4.1	To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Company.
	<b>Funding and Financial</b>
5.1	To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company.
5.2	To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
5.3	To borrow or raise money for the Purposes and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company.
5.4	To set aside funds not immediately required as a reserve or for specific purposes.
5.5	To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments.
5.6	To make grants or loans of money and to give guarantees.
	<b>Development</b>
6.1	To establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Purposes.



6.2	To establish, maintain, develop and/or operate a centre or centres providing facilities for childcare, community learning, healthy living initiatives, educational and cultural activities, training activities, leisure pursuits and accommodation for community groups, and for public sector agencies which provide services of benefit to the community, and which may include refreshment facilities.
6.3	To establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not.
6.4	To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation.
6.5	To enter into contracts to provide services to or on behalf of others.
	<b>Insurance and Protection</b>
7.1	To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees).
7.2	To oppose, or object to, any application or proceedings which may prejudice the interests of the Company.
	<b>Ancillary</b>
8.1	To pay the costs of forming the Company and its subsequent development.
8.2	To carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
8.3	To do anything which may be incidental or conducive to the Purposes so long as these are charitable.

**Schedule 2  
Form of Proxy**

The form appointing the Proxy in terms of Article 24.3 shall be in the following terms, adapted as appropriate:

**Bruntsfield St. Oswald's**

I.....,

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

appoint.....,

of .....

and, failing him or her, .....

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

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

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

*Signature of member appointing proxy* .....

Appendix 1

