

THE COMPANIES ACT 1985

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM and ARTICLES of ASSOCIATION**

of

**Dunblane Development Trust (DDT)**

- 1) **The company's name is "Dunblane Development Trust".  
and .**
- 2) **The company's registered office is to be situated in Scotland.**
- 3 **Objects of the company**

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). Dunblane Development Trust objects are consistent with furthering the achievement of sustainable development.

Subject to that over-riding qualification, **the company's objects are to benefit the community of Dunblane. Specifically;**

The community is defined as comprising of all the post units attached in appendix 1.

To promote for the public benefit, rural regeneration, following principles of sustainable development, where 'sustainable development' means development which meets the needs of the present without compromising the ability of future generations to meet their own needs, in areas of social and economic deprivation within the Community by all or any of the following means:

- 3.1 The relief of poverty in such ways as may be thought fit;
- 3.2 The relief of unemployment in such ways as may be thought fit, including assistance to find employment;
- 3.3 The advancement of education, training or retraining, particularly amongst unemployed people, and providing unemployed people with work experience;
- 3.4 The creation of training and employment opportunities by the provision of workspace, buildings and/or land for use on favourable terms;
- 3.5 The maintenance, improvement or provision of public amenities;

- 3.6 The preservation of buildings or sites of historic or architectural importance;
- 3.7 The provision, or assistance in the provision, of recreational facilities for the public at large and/or those who, by reasons of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- 3.8 To preserve, restore and improve the environment in and around the Community through the provision, maintenance and/or improvement of public open space and other public amenities and other environmental and townscape regeneration projects, and in doing so, to seek wherever appropriate (but subject to appropriate safeguards to ensure that the public benefit so arising clearly outweighs any private benefit thereby conferred on private landowners) to carry out works of reclamation, remediation, restoration and other operations to facilitate the use for those purposes of land whose use has been prevented or restricted because of previous use;
- 3.9 To assist in the provision, or management of housing for people in necessitous circumstances within the community.
- 3.10 To promote the preservation of, manage or purchase, for the public benefit (whether wholly or in part) buildings, areas of land, and other structures of community significance, historic and/or architectural significance located within the Community;
- 3.11 To promote trade and industry for the benefit of the general public;
- 3.12 To promote, establish and operate other schemes of a charitable nature for the benefit of the whole community within the Community.

#### **4 Company Powers**

- 4.1 The company aims to promote, for the public benefit, rural regeneration, 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.

In pursuance of those aims (but not otherwise) the company shall have the following powers ;

#### **5 General**

- 5.1 To encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Company to achieve the Objects.
- 5.2 To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes.

- 5.3 To provide advice, consultancy, training, tuition, expertise and assistance.
- 5.4 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.
- 5.5 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.

## **6 Property**

- 6.1 To register an interest in land and to exercise the right to buy under the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force ("**the Land Reform Act**").
- 6.2 To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company and to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Company's property.
- 6.3 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.
- 6.4 To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company.
- 6.5 To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.
- 6.6 To establish, operate or manage in some way workspace units or community buildings.
- 6.7 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.

***And it is declared that*** in this section where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

## **7 Financial or Funding**

- 7.1 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- 7.2 To borrow money and give security for the payment of money by, or the performance of other obligations of, the company or any other person.
- 7.3 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques and other negotiable or transferable instruments.
- 7.1 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/er, relatives and dependents of any such individual; to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- 7.5 To invest funds not immediately required for the purposes of the company's activities (Or funds that at any given time period are designated surplus) in a way that is in line with the objects of the company and for a community purpose, so that the community will benefit from the use of these funds at a time that is required.
- 7.3 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.
- 7.7 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.
- 7.8 The income and property of the company shall be applied solely towards promoting the company's 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 company.
- 7.9 No part of the income or property of the company shall be paid or transferred (directly or indirectly) to the members of the company, whether by way of dividend, bonus or otherwise.
- 7.10 No director of the company shall be appointed as a paid employee of the company; no director shall hold any office under the company for which a salary or fee is payable.
- 7.11 No benefit (whether in money or in kind) shall be given by the company to any director except (i) repayment of out-of-pocket expenses or (ii) reasonable payment in return for particular services (not being of a management nature)

actually rendered to the company.

## **8 Development**

- 8.1 To oppose or object to any application or proceedings which may prejudice the company's interests, aims as set out in the company objectives or as set out in clause 3(property.)
- 8.2 To do anything which may be incidental or conducive to the attainment of any of the objects of the company
- 8.3 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.
- 8.4 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 obtain from any such organisation, government or authority any right, privilege or concession.
- 8.5 To enter into any arrangement for co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated

## **9 Insurance**

- 9.1 To effect insurance of all kinds relevant to the company (which may include indemnity insurance in respect of Directors and employees).

## **10 Liability**

- 10.1 The liability of the members is limited. 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.

## **11 Winding up**

- 11.1 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.
- 11.2 If, on the winding up of the company, any property remains, after satisfaction of all its debts and liabilities, such property (including any land required by it in terms of the Land Reform Act) shall be given or transferred to such other community body or bodies orcrofting community bodies or body as maybe:

- (a) determined by not less than 75% of ordinary members of the company who are present and voting at a general meeting called specifically ( but not necessarily exclusively) for the purpose: and
  - (b) approved thereafter by the Scottish Ministers: under declararation that, if the company is a charity at or before the time of it's winding up, then the community bodies or bodies or crofting community bodies referred to above must also be a charity or charities.
- 11.3 If no such community or crofting community body is determined by the ordinary members and approved by the Scottish Ministers, (as in cluse 11.2 (b) such property referred to in clause 11.2 shall be transferred to the Scottish ministers or to such charities as the Scottish Ministers may direct. In clause 11.2, "community body" and "crofting community body" have the meanings ascribed to them respectively in section 34 and 71 of the Land Reform Act and "charity" has the meaning ascribed to it in section 34 (no.8) of the Land Reform Act.

## **12 Accounts and audits**

- 12.1 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.

WE the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

**Names and addresses of subscribers.**

Dated 9<sup>th</sup> September 5003

Witness to the above signatures:

Fiona Conboy	24, Ledcameroch Gardens, Dunblane.	FK15 0GZ
Ian Dalgleish	St Laurence House, The Crescent, Dunblane.	FK15 0DL
Bryan Grieve	13, Ochloch Park, Dunblane	FK15 0DU
Terence O'Byrne	3, Argyle Grove, Dunblane	FK15 9DT
John Seddon	22, George Street, Dunblane.	FK15 9HE
Tom Smith	132, Ochiltree, Dunblane.	FK15 0PB
Roger Lockwood	Springbank, 2 Bellenden Grove Dunblane	FK15 0FD
Sandy Mackay	25, Montrose Way, Dunblane.	FK15 9JL
Alan Booth	Woodlea, Perth Road, Dunblane,	FK15 0BU
Bill Stewart	Aurora, Braeport, Dunblane,	FK15 0AT

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES of ASSOCIATION**  
**Governing the rights and duties of members.**

of

**Dunblane Development Trust**

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**1 Membership**

- 1) The subscribers to the memorandum of association and such other persons as are admitted to membership under articles 1 to 5 shall be the members of the company.
- 2) Membership shall cease on death.
- 3) A member may not transfer his/her membership to any other person.

## 2 Qualifications for membership

- 1) Subject to articles 1 & 5 membership shall be open to people aged 18 years or over living or working in the Community and who either have a business within the prescribed postcodes as at appendix 1 or as defined under ordinary membership under article 3.
- 2) No employee of the company may become a member; a person admitted to membership shall automatically cease to be a member if he/she becomes an employee of the company.
- 3) The directors shall be entitled at their discretion to refuse to admit any person to membership even if he/she is qualified for membership under article 1 & 5 and is not debarred from membership by article 3 or 5.
- 4) A person, once admitted to membership, may remain a member until the end of his/her membership year even if he/she ceases to fulfil any of the qualifications under article 3, 1 or 5

## 3 Application for membership

There are two types of membership, ordinary and associate.

a Ordinary membership is defined as '**Any person over 18 years old who resides within the community boundary as defined by the postcodes in appendix 1 of these articles, and who are entitled to vote at a local government elections in a polling district which included that postcode unit(s).**

b Associate membership is defined as '**any person working within (an employee, contractor or service provider), or owning or managing a business(including a community enterprise or voluntary business).** Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting\*

3.1 Any person or organisation that wishes to become a member shall lodge with the company a written application for membership (in such form as the directors require), signed by him/her or senior member of the organisation; An application for membership must be accompanied by a remittance for the full amount of the annual membership subscription.

3.2 The company shall not have fewer than 20 members at any time: and

The majority of the members of the company shall consist of ordinary members and in the event that the number of the of members falls below 20 or that the majority of members of the company does not consist of ordinary members, the board may not conduct any business other than to ensure the admission of sufficient ordinary members to achieve the minimum number and/or maintain the majority.

- 3.3 A person applying for ordinary membership, or associate membership shall lodge with the company such information and evidence in support of his/her application as the directors require. They shall state on their membership form the type of membership ordinary or associate.
- 3.4 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 (and, if required by the directors, supporting information and evidence) required under articles 3.3. The Board will maintain a register of members setting out name and postal address of each, together with the date of the commencement and type of the membership. This register is only available to nominated directors of the company, namely the chairperson, and membership secretary.
- 3.5 The directors shall, within a period of seven days after the meeting at which an application for membership is considered, notify the applicant in writing of the directors' decision as to whether or not to admit him/her to membership; if the decision was to refuse admission, the directors shall return to the applicant the remittance lodged by him/her or a member of an organisation or business.
- 3.6 It is intended that the members of the company shall be made up of the majority of the community, as defined in the postcode listings in appendix 1. To ensure this is the case, in line with the requirements of Section 34(1)(d) of the Land reform (Scotland) Act 2003, the community shall be defined by reference to postcodes and shall comprise the persons from time to time entitled to vote at a local government election, in a polling district which includes that postcode unit or those postcode units.

#### **4 Membership subscription**

- 4.1 Unless otherwise determined by ordinary resolution, the amount of the annual membership subscription for all types of member shall be £5..
- 4.2 The annual membership subscription shall be due on the anniversary date of joining.
- 4.3 The directors shall give to the members at least ten days' notice of each anniversary of joining; each notice shall specify the amount of the membership subscription which will be due and shall state the possible consequence (under the following article) of failure to make payment.
- 4.4 If the company has not received a member's annual membership subscription within fourteen days after the anniversary date of joining, the directors may by resolution expel that person from membership. If, however, proper notice was not given, a member shall not be liable to be expelled under this article unless he/she fails to pay the subscription within 57 days after notice requiring payment has been given to him/her/them.

#### **5 Withdrawal from membership**

5.1 Any person who wishes to withdraw from membership shall lodge with the company a written notice of retiral (in such form as the directors require), signed by him/her; on receipt of the notice by the company he/she shall cease to be a member.

5.2 A person who ceases to be a member shall not be entitled to any refund (total or partial) of the annual membership subscription.

## **6 General meetings**

6.1 The Board will call an AGM no less than every 12 months and no later than every 15 months. All other general meetings, other than AGM's, are to be called Extraordinary General Meetings.

6.2 The directors must convene an Extraordinary General Meeting if there is a valid requisition by ordinary members (under section 338 of the Act) or a requisition by a resigning auditor (under section 392A(2) of the Act).

OR

6.3 Subject to the preceding article and article 19.2 the directors may convene general meetings whenever they think it relevant to do so.

## **7 Notice of general meetings**

7.1 At least twenty one clear days' notice must be given of (a) an annual general meeting or (b) an extraordinary general meeting at which a special resolution (see article 8) or a resolution requiring special notice under the Act is to be proposed; all other extraordinary general meetings shall be called by at least fourteen clear days' notice.

7.2 The reference to "clear days" in article 7.1 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.

7.3 A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of any business to be dealt with at the meeting and (b) if a special resolution (see article 8) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.

7.4 A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting.

7.5 Notice of every general meeting shall be given to all ordinary members and directors and (if there are auditors in office at the time), to the auditors.

## **8 Special resolutions and ordinary resolutions**

8.1 For the purposes of these articles, a "**special resolution**" means a resolution passed by 75% or more of the votes cast by ordinary members 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 articles 7.1 for the avoidance of doubt, the reference to a **75% majority relates only to the number of votes cast by ordinary members in favour of the resolution** as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.

8.2 In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the company, by special resolution,

- to alter its name
- (subject to the provisions of the Act) to alter its memorandum of association with respect to the company's objects
- to alter any provision of these articles or adopt new articles of association.

8.3 For the purposes of these articles, an "**ordinary resolution**" means a resolution passed by majority vote of ordinary members (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 articles 7.1.

## **9 Proceedings at general meetings**

9.1 No business shall be transacted at any meeting unless a quorum of ordinary members is present; this is defined as a minimum of 50 ordinary members. Therefore a total of 50 ordinary members shall be a quorum..

9.2 If the quorum required under article 9.1 is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

9.3 The chairperson of the Board shall (if present) also preside as chairperson of the meeting (defined for this purpose as the convenor); if the convenor is not present or not willing to act as convenor within half an hour of the time appointed for holding the meeting, the directors present shall elect one of their number to act as convenor or, if there is only one director present and willing to act, he/she shall be convenor.

9.4 A director shall, even if he/she is not a member, be entitled to attend and speak at any general meeting.

9.5 The convenor may adjourn the meeting if there is a quorum and the quorum vote for an adjournment. Or if the members request him/her to adjourn the meeting he/she

must do so if the quorum is present and again has voted for an adjournment. However, this cannot be for a period in excess of thirty days. No notice need be given of an adjourned meeting.

9.6 A resolution put to the vote of a meeting shall be decided on a show of hands of ordinary members unless before the show of hands, a secret ballot is demanded by the convenor, or by at least 20% of members present in person at the meeting.

9.7 If a secret ballot is demanded in accordance with the preceding article 3 it shall be taken at once and shall be conducted in such manner as the convenor may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

## **10 Votes of members**

10.1 Every ordinary member shall have one vote which (whether on a show of hands or on a secret ballot) must be given personally. Associate members do not have voting rights at any meetings of members.

10.2 In the case of an equality of votes, whether on a show of hands or on a ballot, the convenor of the meeting shall be entitled to a casting vote in addition to any other vote he/she may have. The convenor therefore must be an ordinary member not an associate member.

## **11 Categories of directors**

11.1 For the purposes of these articles

11.2 "Member Director" means a director (drawn from the membership of the company) appointed under articles 3

11.3 "Appointed Director" means a non elected director appointed or re-appointed by the directors under articles 13,11 and 13.

## **12 Number of directors**

12.1 Unless otherwise determined by special resolution, the maximum number of directors shall be 15, of whom 10 directors shall be Ordinary Member Directors and a maximum of 5 directors shall be Appointed Directors

12.2 The Member Directors shall at all times constitute a majority of the directors.

## **13 Election, retiral, re-election : Member Directors**

13.1 Any ordinary member who wishes to be considered for election as a director at an annual general meeting must lodge with the company a written notice (in such form as the directors require), confirming that he/she is willing to be appointed; the notice must be signed by him/her and must be lodged with the company at least seven days before the date of the annual general meeting.

13.2 At an annual general meeting the company may elect as a director (a "Member Director") any member who has given notice of his/her willingness to accept appointment in accordance with the preceding article.

- 13.3 The directors may at any time appoint any member (providing he/she is willing to act) to be a director (a "Member Director"), either to fill a vacancy or as an additional director.
- 13.4 At the first annual general meeting, all the Member directors shall retire from office.
- 13.5 At each annual general meeting (other than the first)
- a) any Member Director who was appointed by the directors (under article 13) in the period from the date of the last annual general meeting shall retire from office
  - b) out of the remaining Member directors, the two directors who have been longest in office since they were last appointed or re-appointed shall retire from office.
- 13.6 If two or more directors were appointed or re-appointed on the same date, the question of which of them is to retire under paragraph (b) of article 13 shall be decided by some random method.
- 13.7 The company may at any annual general meeting re-elect any Member Director who retires from office at the meeting under article 13 (providing he/she is willing to act); if any such Member 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.

#### **14 Appointment, vacating of office, re-appointment : Appointed Directors**

- 14.1 In addition to their powers of appointment under article 11, the directors may at any time appoint any non-member (other than an employee of the company) to be a director (an "Appointed Director") providing he/she is willing to act, either to fill a vacancy or as an additional director.
- 14.2 At the conclusion of each annual general meeting (including the first) all Appointed Directors shall vacate office.
- 14.3 Immediately following each annual general meeting, the directors may re-appoint any person who, as an Appointed Director, vacated office under the preceding article at the conclusion of the annual general meeting; the directors may alternatively appoint someone in his/her place or resolve not to fill the vacancy.
- 14.4 The directors shall exercise their powers under articles 19 in such a way as to ensure that at any given time: -
- 14.5 one of the directors is an individual nominated for office by Dunblane Community Council if it continues to exist

## **15 Disqualification and removal of directors**

15.1 A director shall vacate office if

- A he/she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director
- B he/she is sequestered
- C he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than three months
- D he/she becomes an employee of the company
- E he/she resigns office by notice to the company
- F he/she is absent for a period of more than three 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

G he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of the Act.

## **16 Appointments to office**

16.1 Directors shall be appointed to hold the offices of Chairman, Vice-Chairman, Treasurer and Admin Secretary and any other offices which the directors may consider appropriate. Appointed Directors shall not be eligible for office.

16.2 The appointments under the preceding article shall be made at meetings.

16.3 Each office shall be held (subject to article 13 and 15) until the conclusion of the Annual General Meeting which follows appointment; a director whose period of office expires under this article may be re-appointed to that office under article 15 (providing he/she is willing to act).

16.4 The appointment of any director to an office under article 11 shall terminate if he/she ceases to be a director or if he/she resigns from that office by notice to the company.

16.5 If the appointment of a director to any office under article 11 terminates, the directors shall appoint another director to hold the office in his/her place.

## **17 Directors' interests**

17.1 Subject to the provisions of the Act and of clause 7 of the memorandum of association and provided that he/she has disclosed to the directors the nature

and extent of any personal interest which he/she has (unless immaterial), a director (notwithstanding his/her office) ;

- 17.2 may be a party to, or have some other personal interest in, any transaction or arrangement which the company or any associated company has an interest
  - 17.3 may be a party to, or have some other personal interest in, any transaction in which the company or any associated company has an interest
  - 17.4 may be a director or secretary of, or employed by, or have some other personal interest in, any associated company
- and
- 17.5 shall not, because 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 company.
  - 17.6 and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.
  - 17.7 For the purposes of the preceding article 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; the references to "associated company" shall be interpreted as references to any subsidiary of the company or any other company in which the company has a direct or indirect interest.

## **18 Directors' remuneration and expenses**

- 18.1 No director shall be entitled to any remuneration, whether in respect of his/her office as director or as holder of any office..
- 18.2 The directors may be paid all travelling and other expenses quarterly incurred by them in connection with their attendance at meetings of directors, general meetings or meetings of committees of directors or otherwise in connection with the carrying-out of their duties.

## **19 Powers of directors**

- 19.1 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.
- 19.2 Where it complies with the act, and clause 3 of the memorandum of association, the Board of Directors will have the power to call a **'special board meeting'** where the issue is associated with either raising funds or accepting funds for the advancement of the objectives of the company as set out in clause 3 of this document. This power will only be necessary where it would otherwise not be timeous for an AGM or extraordinary general meeting to be called. The Board

must reach a majority decision with a quorum of board members present on each issue and a separate vote must be taken on each issue presented. The spirit of this clause is to speed up the process of decisions that relate to applications for funding, or applications/ and or/ agreement to an issue to forward the purpose of the company and benefit the community as a whole or part of the community to which the company directs its aims.

- 19.3 A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

## **20 Proceedings of directors**

- 20.1 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
- 20.2 Any director may call a meeting of the directors or request the secretary to call a meeting of the directors.
- 20.3 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.
- 20.4 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 7 of whom a majority shall be Member Directors.
- 20.5 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.
- 20.6 Unless he/she is unwilling to do so, the Convenor shall preside as chairperson at every meeting of directors at which he/she is present; if the Convenor 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.
- 20.7 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 a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the company.
- 20.8 For the purposes of the preceding article, an interest of a person who is taken to be connected with a director for any purpose of the Act (excluding any statutory modification not in force at the date of incorporation of the company), shall be treated as a personal interest of the director.
- 20.9 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.
- 20.10 The company may by ordinary resolution suspend or relax to any extent, either

generally or in relation to any particular matter, the provisions of articles 20.8 or 20.7.

## **21 Delegation to committees of directors and holders of offices**

- 21.1 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 a director holding any other office such of their powers as they consider appropriate.
- 21.2 Any delegation of powers under the preceding article may be made subject to such conditions as the directors may impose and may be revoked or altered.
- 21.3 Subject to any condition imposed in pursuance of the preceding article, the proceedings of a committee consisting of two or more directors shall be governed by the articles regulating the proceedings of meetings of directors so far as they are capable of applying.

## **22 Secretary**

- 22.1 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.

## **23 Minutes**

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

## **24 Accounts**

- 24.1 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.

## **25 Finance**

- 25.1 The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
- 25.2 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.
- 25.3 The Board shall ensure that all funds and assets of the Company are applied

towards achieving the Objects.

- 25.4 The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations
- 25.5 The accounting records shall be maintained by the Treasurer and overseen by the Chairman of the Board, or otherwise, as may be determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Directors.

## **23 Audited accounts**

- 23.1 The accounts of the Company shall be audited in line with Charity legislation or as provided for by the Act. An auditor shall be appointed for this task by the Board on the direction of members in a General Meeting.
- 23.2 The directors shall issue a report each year to the ordinary and associate 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.
- 23.3 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. The accounts shall be accompanied by proper reports of the Board and the auditor. Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting at which they fall to be approved, be delivered or sent to all members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).
- 23.4 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 social benefits of the company in relation to pursuit of its objectives, shall address matters bearing on the welfare of employees.

## **27 Notices**

- 27.1 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 at his/her registered address or by leaving it at that address.
- 27.2 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.

## **28 Winding Up**

- 28.1 If the company is wound up, the liquidator shall give effect to the provisions of

clause 11 of the memorandum of association.

## **29 Indemnity**

- 29.1 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.

## **30 Interpretation**

- 30.1 In these articles "the Act" means the Companies Act 1985 any reference in these articles to a provision of the Act shall be taken to include any statutory modification or re-enactment of that provision which is in force at the time.

References in these articles to the singular shall be deemed to include the plural.

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Names and addresses of subscribers

Fiona Conboy	24, Ledcameroch Gardens, Dunblane.	FK15 0GZ
Ian Dalgleish	St Laurence House, The Crescent, Dunblane.	FK15 0DL
Bryan Grieve	13, Ochloch Park, Dunblane	FK15 0DU
Terence O'Byrne	3, Argyle Grove, Dunblane	FK15 9DT
John Seddon	22, George Street, Dunblane.	FK15 9HE
Tom Smith	132, Ochiltree, Dunblane.	FK15 0PB
Roger Lockwood	Springbank, 2 Bellenden Grove Dunblane	FK15 0FD
Sandy Mackay	25, Montrose Way, Dunblane.	FK15 9JL
Alan Booth	Woodlea, Perth Road, Dunblane,	FK15 0BU
Bill Stewart	Aurora, Braeport, Dunblane,	FK15 0AT

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Dated 9<sup>th</sup> September 2007

# Appendix 1

## Dunblane Development Trust Ltd

### Definition of Community Boundary by Postcode

Postcodes with dwellings which are coincident with the Dunblane Community Council Boundary

FK159AA	FK159DX	FK159JJ	FK150BS	FK150FS	FK150LQ
FK159AB	FK159DY	FK159JL	FK150BU	FK150GA	FK150NB
FK159AD	FK159DZ	FK159JN	FK150BW	FK150GZ	FK150NE
FK159AF	FK159EA	FK159JP	FK150BX	FK150HA	FK150NF
FK159AG	FK159EB	FK159JQ	FK150BY	FK150HB	FK150NG
FK159AH	FK159ED	FK159JR	FK150BZ	FK150HD	FK150NH
FK159AJ	FK159EE	FK159JS	FK150DA	FK150HE	FK150NJ
FK159AN	FK159EF	FK159JT	FK150DB	FK150HF	FK150NL
FK159AP	FK159EG	FK159JW	FK150DD	FK150HH	FK150NN
FK159AQ	FK159EJ	FK159JX	FK150DE	FK150HJ	FK150NP
FK159AR	FK159EP	FK159JY	FK150DF	FK150HL	FK150NQ
FK159AS	FK159EQ	FK159JZ	FK150DG	FK150HN	FK150NR
FK159AT	FK159ES	FK159LT	FK150DH	FK150HP	FK150NS
FK159AW	FK159ET	FK159LU	FK150DJ	FK150HQ	FK150NT
FK159AX	FK159EX	FK159LZ	FK150DL	FK150HR	FK150NW
FK159AY	FK159EY	FK159NA	FK150DN	FK150HS	FK150NX
FK159AZ	FK159EZ	FK159NB	FK150DP	FK150HT	FK150PA
FK159BA	FK159FB	FK159ND	FK150DQ	FK150HU	FK150PB
FK159BB	FK159FD	FK159NS	FK150DR	FK150HX	FK150PD
FK159BE	FK159FE	FK159NT	FK150DS	FK150HY	FK150QB
FK159BF	FK159HA	FK159NU	FK150DT	FK150JA	FK150AG
FK159BG	FK159HB	FK159PF	FK150DU	FK150JB	FK150BQ
FK159BJ	FK159HD	FK159PG	FK150DW	FK150JD	FK150EG
FK159BL	FK159HE	FK150AA	FK150DX	FK150JE	FK150EH
FK159BN	FK159HF	FK150AD	FK150DY	FK150JF	FK150HG
FK159BP	FK159HG	FK150AF	FK150DZ	FK150JG	FK159AE
FK159BS	FK159HH	FK150AH	FK150EA	FK150JH	FK159AL
FK159BT	FK159HJ	FK150AL	FK150EB	FK150JJ	FK159AU
FK159BU	FK159HL	FK150AN	FK150ED	FK150JL	FK159BQ
FK159BW	FK159HN	FK150AP	FK150EE	FK150JN	FK159DR
FK159BX	FK159HP	FK150AQ	FK150EL	FK150JP	FK159JU
FK159BY	FK159HQ	FK150AR	FK150ER	FK150JQ	FK159NE
FK159BZ	FK159HR	FK150AS	FK150EW	FK150JR	FK159NF
FK159DA	FK159HS	FK150AT	FK150EX	FK150JS	FK9 4LZ
FK159DB	FK159HT	FK150AU	FK150EY	FK150JT	FK9 4NB
FK159DD	FK159HU	FK150AW	FK150EZ	FK150JU	FK9 4ND
FK159DE	FK159HW	FK150AX	FK150FB	FK150JW	
FK159DF	FK159HX	FK150AY	FK150FD	FK150JX	
FK159DG	FK159HY	FK150BA	FK150FE	FK150JZ	
FK159DH	FK159HZ	FK150BB	FK150FG	FK150LA	
FK159DJ	FK159JA	FK150BD	FK150FH	FK150LB	
FK159DL	FK159JB	FK150BE	FK150FJ	FK150LF	
FK159DN	FK159JD	FK150BG	FK150FL	FK150LG	
FK159DP	FK159JE	FK150BJ	FK150FN	FK150LJ	
FK159DQ	FK159JF	FK150BL	FK150FP	FK150LL	
FK159DU	FK159JG	FK150BN	FK150FQ	FK150LN	
FK159DW	FK159JH	FK150BP	FK150FR	FK150LP	

