

**MEMORANDUM OF ASSOCIATION**

THE COMPANIES ACT 2006

Company limited by guarantee  
and not having a share capital

**ARTICLES OF ASSOCIATION  
OF**

**MORAY WASTE BUSTERS LTD**

Company No SC240123

Charity No SC033861

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
OF**

**MORAY WASTE BUSTERS**

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## THE COMPANIES ACT 2006

### A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

### ARTICLES OF ASSOCIATION OF

### MORAY WASTE BUSTERS

#### NAME

1. The name of the company is Moray Waste Busters.

#### REGISTERED OFFICE

2. The registered office of the Company is situated in Scotland.

#### DEFINITIONS

3. In these Articles of Association, the following definitions apply throughout:

“**Act**” means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.

“**AGM**” means an annual general meeting of the Company.

“**Article(s)**” means any article of these Articles of Association.

“**Board**” means the board of Directors.

“**Charity**” means a body entered in the Scottish Charity Register as defined under Section 106 of Charities and Trustees Investment (Scotland) Act 2005.

“**Clear days**” means a period excluding the day when notice is given and the day of the meeting.

“**Community**” means the community area as described in Article 4.

“**Company**” means the company to which these Articles relate.

“**Director(s)**” means the director(s) for the time being of the Company.

“**General Meeting**” means a general meeting of the Company but not an AGM.

“**Individual**” means a human/person.

“**Land Reform Act**” means the Land Reform (Scotland) Act 2003 and every statutory modification or re-enactment thereof for the time being in force.

“**Members**” means those individuals or organisations who have joined the Company.

“**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).

**“Property”** means any property, assets or rights, heritable or moveable, wherever situated in the world.

**“Them & Their or They”** means individuals or organisation.

**“The 2005 Act”** means the Charities and Trustees Investment (Scotland) Act 2005 and every statutory, modification or re-enactment thereof for the time being in force.

- 3.1 Words importing the singular number only shall include the plural number and *vice versa*; 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 Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

The two Schedules to these Articles are deemed to form an integral part of these Articles.

#### **DEFINITION OF COMMUNITY AND PURPOSES**

4. The Company has been formed to benefit the Community of Parts of Moray and Nairn as defined by the following Community Councils:  
Elgin, Forres, Findhorn and Kinloss, Dyke Landward, Finnerne, Burghead and Cummington, Hopeman and Covesea, Lossiemouth, Heldon, Nairn, Nairn West, East Nainshire, Nairn Suburban, Nairn River and Auldearn.

The purposes of the Company listed at Article 4.1 (the “Purposes”) shall 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).

4.1 The Company’s purposes are:-

- a) educating the public in the benefits to the environment of sustainable waste management practices;
- b) carrying out research and development into sustainable waste management practices and disseminating the useful results of that research;
- c) developing activities and education around the health and environmental benefits of locally produced and distributed organic food;
- d) relieving poverty by the provision of recycled, reclaimed or refurbished items at heavily subsidised rates;
- e) providing training in a range of activities, including, but not limited to, the composting process, manufacture of goods from reclaimed materials and interpersonal skills;
- f) inviting local individuals and organisations to participate in caring for the environment; and
- g) creating job opportunities for those with employability issues.

## **POWERS**

5. The Company shall have powers, but only in furtherance of the Purposes, as expressed in Schedule 1 of these Articles.

## **GENERAL STRUCTURE OF THE COMPANY**

6. The structure of the Company comprises:

### 6.1 Members – comprising

- a) Ordinary Members - who have the right to attend the AGM and any General Meetings and have important powers under these Articles (including the right to vote) and the Act, who elect individuals to serve as Directors and take decisions in relation to any changes to the Articles; and
- b) Associate Members and Junior Members who have the right to attend the AGM and any General Meetings (and who have no right to vote nor any right to elect individuals to serve as Directors or to take decision in relation to any changes to the Articles).

### 6.2 Directors – comprising

- a) Elected Directors; and
- b) Co-opted Directors

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 for the day to day management of the Company.

## **MEMBERSHIP**

7. The Members of the Company shall consist of such Members as are admitted to membership in terms of these Articles.
8. Membership is open to any person, regardless of gender, disability, age, ethnic origin, marital status, religious or political beliefs, sexual orientation, trade union membership or any other irrelevant distinction and shall comprise the categories membership listed below at Articles 8.1 to 8.3.

### 8.1 Ordinary Members: those individuals aged 16 and over who:

- a) are resident in the Community and;
- b) are entitled to vote at a local government election in a polling district that includes the Community or part of it: and
- c) who support the Purposes.

Ordinary Members are eligible to stand for election to the Board and to vote at any AGM and General Meeting.

### 8.2 Associate Members: those individuals and organisations who:

- a) are not ordinarily resident in the Community and;

- b) are not entitled to vote at a local government election in a polling district that includes the Community or part of it and;
- c) support the Purposes.

Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting or AGM.

8.3 Junior Members: those individuals who

- a) are aged between 12 and 15 and;
- b) who support the purposes of the Company.

Junior Members are neither eligible to stand for election to the Board nor to vote at any General Meeting or AGM.

8.4 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, and 8.3 and that if the Company becomes aware of this itself it will so classify the Member and notify accordingly.

## **CONDITIONS OF MEMBERSHIP**

9. The following conditions apply to membership:

- 9.1 the Company shall have not fewer than 20 Members at any one time;
- 9.2 at least three quarters of the Members of the Company shall be Ordinary Members; and
- 9.3 in the event that the number of Members falls below 20, or that at least three quarters of the Members of the Company do 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.

10. Any individual 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 the body).

- 10.1 The Board shall consider any application for membership, determining if the terms of Article 8 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 from membership or has previously been a Member of the Company and continues to be excluded from membership by virtue of Article 14.

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.

## **MEMBERSHIP SUBSCRIPTION**

12. Members shall be required to pay a joining fee of £1.

- 12.1 Each Member undertakes that if the Company is wound up while he/she is a Member (or within a year after he/she ceases to be a Member) he/she will contribute up to a maximum of £1 to the assets of the Company to be applied towards:
- a) payment of the Company's debts and liabilities contracted before he/she ceases to be a Member;
  - b) payments of costs, charges and expenses of winding up; and
  - c) adjustment of the rights of the contributories among themselves.
13. Any individual who ceases to be a Member (for whatever reason) shall not be entitled to any refund of membership subscription.

#### **CESSATION OF MEMBERSHIP**

14. A Member shall cease to be a Member if:
- 14.1 they send written notice of resignation to the Company: or
  - 14.2 being an individual, they become insolvent or apparently insolvent or makes any arrangement with his or her creditors: or
  - 14.3 being an individual, he or she dies (the right of membership not being a transmissible assignation);

#### **GENERAL MEETINGS / AGMs (Meetings of Members)**

15. The Board shall convene an AGM in each year, at such time as it may determine. Not more than 15 months shall elapse between one AGM and another. 21 clear days' notice shall be given of every AGM to each Member, Director, the Company Secretary and the auditor.
16. The business of each AGM shall include:
- a) the Company report by the Chairman on the activities of the Company;
  - b) the election of Elected Directors;
  - c) consideration of the accounts of the Company;
  - d) the report of the auditor and;
  - e) the appointment of the auditor.
- 16.1 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 any proceedings of any General Meeting.

#### **THE PROVISIONS WITH REGARD TO GENERAL MEETING**

17. In regard to all General Meetings.
- 17.1 the Board may convene a General Meeting whenever it thinks fit; and

- 17.2 the Board must convene a General Meeting 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 purpose of the meeting and must be delivered to the Registered Office. The requisition may contain of several documents in like form each signed by one or more of the signees to the requisition.
18. Subject to the terms of Articles 70, 71 and 72, the provisions regarding notice of a General Meeting are as follows:
- 18.1 21 clear days' notice shall be given of every General Meeting to each Member, Director, the Company Secretary and, if applicable, the auditor.
- 18.2 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.
- 18.3 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 any proceedings of any General Meeting.

#### **CHAIRMAN OF GENERAL MEETINGS / AGMs**

19. The Chairman of the Company, whom failing the Vice-Chairman of the Company (if any), shall act as chairman of each General Meeting / AGM. If neither the Chairman nor Vice-Chairman is present or willing to act as chairman of the meeting within 15 minutes after the time at which the General Meeting/AGM in question was due to commence, the Directors present shall elect from among themselves one of the Elected Directors who will act as chairman of the meeting.

#### **QUORUM AT GENERAL MEETINGS**

20. The quorum for a General Meeting/AGM shall be the greater of (a) 8 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/AGM unless a quorum is present.

21. If a quorum is not present within 15 minutes after the time at which the General Meeting/AGM was due to commence – or if, during General Meeting/AGM, a quorum ceases to be present – the General Meeting/AGM shall stand adjourned to such time, date and place as may be fixed by the chairman of the meeting.
- 21.1 The Board may make any arrangements in advance of any General Meetings/AGM to allow Members to fully participate in such General Meeting/AGM so long as all those participating in the meeting can clearly comprehend each other; a Member participating in any such meeting other than in person shall be deemed to be present in person at the General Meeting/AGM.

#### **VOTING AT GENERAL MEETINGS/AGM**

22. The Chairman of the meeting shall endeavour to achieve consensus wherever possible, but if the necessary, questions arising shall be decided by being put to the vote.
23. The provisions regarding voting are as follows:



- 23.1 a) each Ordinary Member shall have one vote, to be exercised in person or by proxy, by show of hands.
  - b) Unless a secret ballot is demanded by the Chairman of the meeting, or by at least two 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.
  - c) This shall be conducted in such a manner as the Chairman of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded.
  - d) In the event, the Chairman of the meeting shall appoint and instruct tellers, who may cast their own personal votes (if Ordinary Members).
- 23.2 Associate and Junior Members shall have no vote.
- 23.3 Whilst actual attendance by Ordinary Members shall be encouraged at General Meetings/AGMs, Ordinary Members shall be entitled to complete one form to appoint a proxy to attend a General Meeting/AGM on his or her behalf, in respect of which the following apply:
- 23.3.1 a proxy need not be a Member;
  - 23.3.2 a proxy appointed to attend and vote 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
  - 23.3.3 the form appointing the proxy shall be in terms of Schedule 2 annexed to these Articles.
  - 23.3.4 the form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged at the Registered Office not less than 48 hours before the meeting at which the proxy is to be used; and
  - 23.3.5 no form of proxy shall be valid more than 12 months from the date it was granted and;
  - 23.3.6 in the event of an equal number of votes for or against any resolution, the Chairman of the meeting shall have a vote in his/her capacity as a Member of the Company.
24. At any General Meeting/AGM a resolution put to the vote of the meeting shall be voted upon by simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to the following Special Resolution,
- a) to alter the name of the Company;
  - b) to amend the purposes; or
  - c) to amend these Articles (subject to Article 74);or
  - d) to wind up the Company in terms of Articles 75.1 to 75.4;

e) all other Special Resolutions

shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account thereof being taken of those Members who abstain from voting or who are absent from the meeting).

25. Ordinary and special resolutions may be passed in writing, rather than at a General Meeting/AGM, provided that the terms of the Articles are followed.

25.1 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/AGM of the Company, duly convened and held, provided that the terms of this Article are followed.

25.2 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/AGM of the Company, duly convened and held, provided that the terms of these Articles are followed.

25.3 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 examiner or auditor prior to the expiration of his or her term of office.

25.4 any written resolution must be issued in hard copy (by hand or post) or in electronic form (by fax or e-mail) or by means of a website at the time, to all Ordinary Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to Ordinary Members).

25.5 Where such a written resolution is proposed by Members, the following shall apply;

- a) the resolution must be requested by not less than 5% of the Ordinary Members ("the Members request");
- b) the Ordinary Members' request may be made in hard copy (by hand or post) or in electronic form (by fax or email);
- c) the Ordinary 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 Ordinary Members' request can include an accompanying statement (not exceeding 1,000 word) 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 Article 25.5 hereof; and
- f) the Company may charge a reasonable fee to requesting Members to cover its cost of circulation of the members request.

25.6 Where such a written resolution is proposed by the Board, it must include the following express statements:

- a) an explanation to the eligible voting 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 post) and/or in electric form (by fax or email);
- c) clarification that a failure to reply will be deemed as 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).

25.7 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.

25.8 Once an Ordinary Member has signed and returned a written resolution in agreement thereto, his/her agreement is irrevocable.

#### **MEETING ADJOURNMENT**

26. 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/AGM to such time, date and place as he or she may determine.

#### **COMPANY MANAGEMENT**

27. The Affairs, property and funds of the Company shall be directed and managed by the Board. 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 or done by the Ordinary Members in a General Meeting/AGM, and subject always to these Articles and to the provisions of the Act.

#### **APPOINTMENT OF DIRECTORS**

28. The number of Directors shall not be less than 5. Unless otherwise determined by special resolution at a General Meeting / AGM (but not retrospectively) the number of directors shall not be more than 11.

#### **INTERIM BOARD**

29. Upon adoption of the Articles of the Company, the following applies with regard to the Board:

29.1 The current Directors and any one or more individual persons whom they choose to be Co-opted Directors in terms of Articles shall compromise the Interim Board.

29.2 The Interim Board shall remain in office until the first AGM of the Company to be held as soon as is practicable after adoption of these Articles, at which time each Director shall retire, but shall be, if each wishes, remain eligible for election thereat.

30. Employees of the Company may not be nominated as or become Directors.

#### **Composition of the Board of Directors**

31. From and after the first AGM of the Company, the Board shall comprise of the following persons (a majority of whom shall always be Elected Directors) namely:

- a) Chairman

- b) Secretary
  - c) Treasurer
32. 32.1 up to 8 individual persons elected as Directors by the Ordinary Members in terms of Article 33 (the “Elected Directors”) who must be themselves Ordinary Members; and
- 32.2 up to 3 individual persons co-opted under Article 34 ( the “Co-opted Directors”) so as to ensure a spread of skills and experience within the Board, but must always be in the minority.
- 32.3 who shall meet as often as necessary to despatch all business of the Company as specified in Articles 45 to 57.

### **ELECTED DIRECTORS**

33. At the first AGM held in terms of Article 29.2, the Ordinary Members shall elect up to 8 Elected Directors, in respect of which the following shall apply:
- 33.1 provided that if the first General Meeting is held before the first AGM, there shall be no change in, or election of Directors until 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 each subsequent AGM (after the first AGM), one third of the Elected Directors (or the nearest number upwards shall retire from office);
- 33.3 a retiring Elected Director shall remain in office until the close or adjournment of the meeting;
- 33.4 If no other Elected Director has, or Elected 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 on the same day, the one or ones to retire shall (unless they agree amongst themselves) be determined by lot;
- 33.5 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 14 days prior to the date of the AGM in question and where in the nominee shall confirm his or her willingness to act as an Elected Director if elected; and
- 33.6 election of any Elected Director shall be by vote of the Ordinary Members, each having one vote for each vacancy of Elected Director on the Board.

### **CO-OPTED DIRECTORS**

34. Subject to Article 32.2, a Co-opted Director shall serve until the next AGM after his or her co-option:
- 34.1 a Co-opted Director can be re-co-opted at such next AGM;
- 34.2 a Co-opted Director can be removed from the Board at any time by a simple majority of the Board; and

34.3 for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.

#### **VACANCY**

35. 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 of the Elected Directors until the next AGM.

#### **REGISTER OF DIRECTORS**

36. The Board shall ensure that a register of Directors is maintained which sets out the details of each Director as required for all registration purposes, including the date and type of appointment and the date of retiral.

#### **RETIRAL OF DIRECTORS**

37. A Director shall retire or be deemed to retire if:

37.1 being an Elected Director, he or she ceases to be an Ordinary Member in terms of either Articles 8.1 or 14;

37.2 he or she becomes prohibited from being either (i) a charity trustee by virtue of section 69(2) of the 2005 Act 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: 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 of both duties listed in sections 66(1) and 66(2) of the 2005 Act; or

37.3 he or she is employed or holds any office of profit under the Company (except where the provisions of Article 40.42 apply); or

37.4 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

37.5 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

37.6 by written notice to the Registered Office, he or she resigns as a Director.

#### **CHAIRMAN AND VICE-CHAIRMAN**

38. The Board shall meet as soon as practicable immediately after each AGM (or after a resignation of the Chairman or Vice-Chairman) to appoint a Chairman, and if desired a Vice-Chairman, from the Directors (both of whom must be Ordinary Members).

#### **CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND DIRECTORS**

39. The income and property of the Company shall be applied solely towards promoting the Purposes and so 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. 40.1 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 any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in Article 40.4.

40.2 No Director shall be appointed as a paid employee of the Company.

40.3 No benefit (whether money or in kind) shall be given to any Member or Directors except the possibility of:

- 40.4      40.4.1      payment of out of pocket expenses to Directors (subject to prior agreement of Directors); or
- 40.4.2      reasonable remunerations 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;
- 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 Directors; or
- 40.4.5      the purchase of property from any member or Director provided that property is at or below market value or the sale of the 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 Articles 41 to 43 shall specifically apply.

#### **PERSONAL INTERESTS & CONFLICTS OF INTERESTS**

- 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 of voting power.
- 42. Whenever a Director finds there is a personal interest, as defined in Article 41, 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:
  - 42.1 whether the potential or real conflict may simply be noted in the minutes of any relevant meeting; or
  - 42.2 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
  - 42.3 whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of Article 44, where a Director leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.

#### **QUORUM AT BOARD MEETING**

43. The quorum for the Board meetings shall be not less than 50% of all Directors, provided that the Elected Directors are always in the majority at any Board meeting. No business shall be dealt with at a Board meeting unless such a quorum is present.
44. A Director shall not be counted in the quorum at a meeting (or relevant part thereof) in relation to a resolution on which, whether of personal interest or otherwise, he or she is not entitled to vote.

#### **MEETINGS OF DIRECTORS OF THE BOARD OF DIRECTORS**

45. Meetings of the Board may take place in person or by telephone or conference call, video conference call or by any other collective means approved from time to time by the Board.
46. 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 Article 24 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
  - 46.1 All other Board meetings shall require not less than 7 days' prior notice, unless all directors agree unanimously to dispense with such notice on any specific occasion.
47. A Director may, and on the request of a member, the Secretary shall summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.
48. The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she is present. If at any meetings neither the Chairman or Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining, may appoint one of the Elected Directors to be chairman of the Board meeting, which shall be adjourned until a time and date when the Chairman or Vice-Chairman will be available.
49. The Chairman 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 shall have a casting vote as well as a deliberative vote.
50. 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 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 subcommittee shall be governed by the provisions of these Articles for regulating the meetings and proceeding 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.
  - 50.1 The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and AGMs and of all Board meetings and 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 chairman of such meetings

or the chairman of the next meeting, shall be sufficient evidence without any further proof of the facts therein stated.

51. Subject to Article 50.1, 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.

51.1 Where such a request is received under Article 51 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 reasons for doing so.
52. 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.
53. A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors, or all of 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 Member of any relevant sub-committee as appropriate, shall be valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
54. The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in Article 28, it may not conduct business other than to appoint sufficient Director to match or exceed that minimum.
55. The Board may invite or allow any person to attend and speak but not vote, at any meeting of the Board or its sub-committees.
56. The Board may from time to time promulgate, review and amend any Ancillary.
57. 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.

**COMPANY SECRETARY, MINUTES SECRETARY, TREASURER and PRINCIPAL OFFICER**

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 Article 50.1, for such term, at such remuneration (if any), upon such conditions as it may think fit. The Minutes Secretary may be removed by the Board at any time.
60. The Board may appoint a Treasurer for such term and such remuneration 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 thereof

#### **HONORARY PATRON(S)**

62. The Ordinary Members in General Meeting / AGM may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Company, who would be appointed whether for such fixed period as Ordinary Members determine or for an unspecified period until the 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.

#### **FINANCES**

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 determine.
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 a 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.

#### **ACCOUNTS**

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 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 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 21 clear days before the date of the General Meeting, be delivered or sent to all Members, Directors of the Company, the Company secretary and the auditor, or be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being aware that they are so available for inspection there.)

#### **NOTICES**

70. A notice may be served by the Company upon any Member, whether personally or by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her 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 was put into the post or 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 by fax, 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 Members of this and has taken due steps to notify other reasonable means all other members who state that they do not have access to the Internet.

#### **INDEMNITY**

73. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Directors, or Members of any sub-committee, the Company Secretary, (if any) Treasurer and all employees of the Company shall be indemnified out of any funds of the Company against loss or liability (including the costs of defending successfully any court proceedings) which he or she 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.

#### **ALTERATION TO THE ARTICLES**

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 at a General Meeting/AGM (in person or by proxy) called specifically (but not exclusively) for the purpose in terms of Article 24;
  - 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 Scottish Charity Regulator (and its successor) to the Articles not covered under Article 74.2 (i.e. not related to purposes) in terms of Section 17 of the Charities and Investment (Scotland) Act 2005.
  - 74.4 notify the Scottish Ministers of any alterations under Section 35(1) of the Land Reform Act.

#### **DISSOLUTION**

75. 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 (in person or by proxy) and voting at a General Meeting specifically (but not necessarily exclusively) for the purpose.
- 75.2 If on the winding-up of the Company property remains, after satisfaction of all its debts and liabilities and property (including any land acquired by it in terms of the Land reform Act) shall be given or transferred to such other:

- a) Community body or bodies or
- b) Crofting Community body and bodies
- c) Part 3A Community body or bodies

As may be:

- (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 exclusively) for the purpose; and
- (ii) approved by the Office of Scottish charity Regulator (and its successor)
- (ii) approved thereafter by Scottish Ministers 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 body or bodies or Part 3A Community body or bodies referred to above must also be a charity or charities.

75.3 Or if no such Community body or bodies or Part 3A Community body or bodies or crofting Community body 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 In Article 73:

- a) "Community Body" has the meaning ascribed to it under section 34 of the Land Reform Act.
- b) "crofting Community body" has the meaning ascribed to it under section 71 of the Land Reform Act
- c) "Charity" has the meaning ascribed to it under Section 34.(8) of the Land reform Act
- d) "Part 3A Community Body" have the meaning ascribed to it under Section 74 of the Community Empowerment (Scotland) Act 2015.

## **LIMIT OF LIABILITY**

76. 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 (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.

## **POWERS**

### **Schedule 1**

### Powers Available to the Company

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, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not.
6.3	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.
6.4	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.

## Form of Proxy

:

### Moray Waste Busters LTD

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 .....  
.....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*

.....