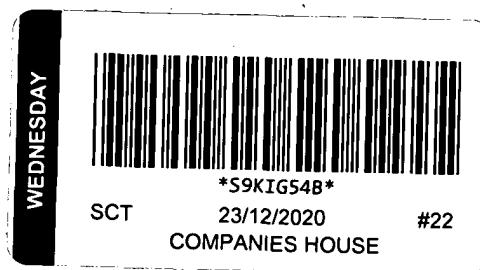


THE COMPANIES ACT OF 2006  
COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL  
ARTICLES of ASSOCIATION  
Of

East Kintyre Renewable Energy Group Ltd.  
(Company Number SC641698)

Agreed 6<sup>th</sup> October, 2020



# THE COMPANIES ACT OF 2006

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

### ARTICLES of ASSOCIATION

of

East Kintyre Renewable Energy Group Ltd.  
(Company Number SC641698)

the “Company”

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### Defined terms

1. In these articles of association, the following expressions have the following meanings, unless the context requires otherwise:

**"Act"** means the Companies Act 2006 as amended, supplemented or re-enacted from time to time;

**"Articles"** means the Company's articles of association;

**"Associated Company"** in respect of a Company constituting (i) any body corporate of which that Company is a Subsidiary; (ii) any Company that is a Subsidiary of that Company; and (iii) any Company that is a Subsidiary of any body corporate of which the Company is also a Subsidiary; (iv) any Company which is trustee of an occupational pensions scheme (as defined by Section 235(6) of the Companies Act 2006)

**"Bankruptcy"** includes, without limitation, individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;

**"Business Day"** any day (other than a Saturday or Sunday) on which banks are open in Edinburgh for the transaction of normal banking business;

**"Chairperson"** has the meaning given in articles 12 and 25;

**"Charity"** refers to a body which is either a "Scottish charity" within the meaning of Section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of Section 96 of the Charities Act 1993

**"Charitable purpose"** means a charitable purpose under Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 or which is also regarded as a charitable purpose in relation to the application of Sections 505 and 506 of the Income and Corporation Taxes Act 1888

**"Companies Acts"** means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;

**"Director"** means a director of the Company from time to time, and includes any person occupying the position of director, by whatever name called. Directors 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 and reporting its financial position, and, where there are no managers appointed, are responsible for the day to day management of the Company;

**"Document"** (otherwise referred to as **"Instrument"**) includes, unless otherwise specified, any document sent or supplied in electronic form;

**"Extraordinary General Meeting"** means all meetings of the members other than Annual General Meetings, these can be convened by the Board whenever they are considered necessary and shall be convened within twenty eight (28) days of a valid requisition (signed by not less than 25% of the Ordinary members)

**"Electronic form"** has the meaning given in section 1168 of the Companies Act 2006;

**"Family Member"** the spouse or widow or widower or children of an officer of the Company;  
**"Hard Copy Form"** has the meaning given in Section 1168 of the Companies Act 2006;  
**"Kintyre Community"** means those Community Councils with whom the Company has signed a Memorandum of Understanding and thus those Kintyre communities the Company has approval to represent, when invited, in community shared ownership negotiations with renewable energy developers or related renewable energy matters.  
**"Local Development Plan"** means the 5-year sustainable development plan approved by the appropriate local Community Council, based on the outcomes of a poll of the local residents' priorities, to be delivered *via* a Community Council-approved Action Plan;  
**"Member"** has the meaning given in Section 112 of the Companies Act 2006 comprising ordinary members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect people to serve as directors and take decisions in relation to any changes in these articles);  
**"Ordinary resolution"** has the meaning given in Section 282 of the Companies Act 2006;  
**"Participate"**, in relation to a meeting of the directors, has the meaning given in article 10;  
**"Property"** means any property, heritable or moveable, wherever situated;  
**"Proxy notice"** has the meaning given in article 31;  
**"Special Resolution"** has the meaning given in section 283 of the Companies Act 2006;  
**"Subsidiary"** has the meaning given in section 1159 of the Companies Act 2006;  
**"Sustainable development"** means development which meets the needs of the present without compromising the ability of future generations to meet their own needs; and  
**"Writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company and, where the context so requires, words importing the singular number only shall include the plural number and *vice versa*, words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.

## 2. Purpose

The Company has been formed to benefit the residents and communities of Kintyre with the following objectives:

- (a) To work with developers, and other appropriate local and regional community representatives, to explore and advise on shared ownership by the Kintyre Community, in renewable energy developments
- (b) To work with developers, and other appropriate local and regional community representatives, to expedite shared ownership in the renewable energy developments that the Kintyre Community has been invited to participate in, via whatever means the Company and the Kintyre Community deem appropriate.
- (c) To explore and advance community ownership of renewable energy projects benefitting East Kintyre
- (d) To liaise with other voluntary sector bodies, local authorities, companies, charities, Scottish government departments, community benefit bodies or other parties, all with a view to furthering the aims and Purposes of the Company

### **3. Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for—

- (a) payment of the company's debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up the company, and
- (c) adjustment of the rights of the contributories among themselves.

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **4. Directors' general authority**

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

##### **5. Members' reserve power**

- (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

##### **6. Directors may delegate**

(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

(3) The Board of directors may revoke any delegation in whole or part, or alter its terms and conditions.

##### **7. Committees**

(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## DECISION-MAKING BY DIRECTORS

### 8. Directors to take decisions collectively

(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

(2) If—

- (a) the company only has one director for the time being, and
- (b) no provision of the articles requires it to have more than one director,

the general rule at article 8.1 does not apply, and the director (for as long as he/she remains the sole director of the company) may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

### 9. Unanimous decisions

(1) A decision of the directors is taken in accordance with this article when the majority of eligible directors indicate to each other by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

(3) References in this article 9 to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

### 10. Calling a directors' meeting

(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the nominated Chairperson or company secretary (if any) to give such notice.

(2) Notice of any directors' meeting must indicate

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

(3) Notice of a directors' meeting (containing the information set out in article 10.2) must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### 11. Participation in directors' meetings

(1) Subject to the articles, directors "participate" in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

#### **12. Quorum for directors' meetings**

(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is three, unless there is only one director of the company when the quorum shall be one.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the members to appoint further directors.

#### **13. Chairing of directors' meetings**

(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairperson.

(3) The directors may terminate the chairperson's appointment at any time.

(4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### **14. Casting vote at directors' meetings**

(1) If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting shall have the casting vote.

(2) But this does not apply if, in accordance with the articles, the chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **15. Conflicts of interest**

(1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.

(3) This paragraph applies when—

(a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;

(b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;



(b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and

(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson whose ruling in relation to any director other than the chairperson is to be final and conclusive.

(7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### **16. Records of decisions to be kept**

The directors must ensure that the company keeps a record, in writing, for at least five (5) years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

#### **17. Directors' discretion to make further rules**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

### **APPOINTMENT OF DIRECTORS**

#### **18. Methods of appointing directors**

(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

(a) by ordinary resolution, or

(b) by a decision of the directors.

(2) In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

(3) For the purposes of article 18.2, where 2 or more directors die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

(4) Any director (an "Appointer") may appoint as an alternate ("Alternate Director") any other person approved by resolution of the directors to (i) exercise that directors powers; and (ii) carry-out that directors responsibilities. Any appointment of an alternate director must be effected by notice in writing to the Company signed by the Appointer, or in any other manner approved by the Directors, and this notice must (i) identify the proposed alternate director ; and (ii) contain a statement signed by the Alternate Director that the proposed alternate director is willing to act as the alternate of the director giving the notice. An alternate director appointed in accordance with article 18.4 is deemed for all purposes to be a director of the company until such time as the alternate directors appointment is revoked in writing.

## **19. Termination of director's appointment**

A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three (3) months;
- (e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

## **20. Directors' remuneration**

(1) No benefit (whether in money or in kind) shall be given by the company to any member or Director, with the exception of: (i) the repayment of out of pocket expenses to Directors (subject to the submission of eligible and appropriate VAT invoices, and the agreement of the board of Directors) and (ii) payment of interest at an agreed rate, not to exceed base commercial lending rate, on money that maybe loaned to the company from time to time by its members or officers

(2) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

## **21. Directors' expenses**

The company may pay any reasonable expenses (subject to appropriate VAT receipts and approval by the Board) which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors,
  - (b) general meetings, or
  - (c) separate meetings of the holders of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

# **PART 3**

## **MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

## **22. Applications for membership**

(1) Membership shall be voluntary and, with the exception of the founding members, no person shall become a member of the company unless:

- (a) that person is a permanent resident in the Kintyre Community over the age of 18  
and
- (b) that person has completed an application for membership in a form approved by the directors,  
and
- (c) the directors have approved the application.  
and
- (d) any annual subscription agreed by the members at the preceding AGM is paid in full. Only those members who have paid their current subscription will be entitled to take part in and vote at any AGM or EGM.

- (2) Membership shall be free of discrimination on the grounds of gender, social, racial, political, religious or other considerations
- (3) Members shall have democratic control of the company with all members having one equal vote each, and those serving as elected officers and/or Directors shall be accountable to the membership
- (4) All capital assets of the company shall be controlled in a democratic manner by the Directors on behalf of the membership and all surpluses will be directed to the objectives of the company
- (5) The Company shall be autonomous and independent and shall in all agreements with external parties ensure that democratic control and autonomy is maintained
- (6) The Company shall organize, conduct and/or support presentations and exhibitions associated with the Purposes and promote, operate, co-ordinate, monitor and/or support other activities, projects or programmes which further the aims and Purposes of the Company

### **23. Termination of membership**

- (1) A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
- (2) Membership is not transferable or assignable nor are any subscription payments. Moreover a member terminating his/her membership shall not be entitled to any refund of membership subscription and will be considered to be terminated if (i) their annual subscription remains outstanding for more than six (6) calendar months (and the member in question has been given at least one written reminder) and the Board chooses therefore to expel that member from the membership, or (ii) a resolution that a member be expelled is passed by a majority of at least 75% of the members present and eligible to vote at an AGM or EGM of which twenty one (21) days' previous notice specifying the intention to propose such resolution, and the grounds on which it is proposed, shall have been sent to all directors and members including such member or members whose removal is in question
- (3) A person's membership terminates when that person dies or ceases to exist, or being (i) an individual he or she becomes insolvent or apparently insolvent or makes a voluntary arrangement with creditors; or (ii) an organization goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist

## **ORGANISATION OF GENERAL MEETINGS**

### **24. Attendance and speaking at general meetings**

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when:
  - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two (2) or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

(6) The Board shall convene an Annual General Meeting (AGM) every year at such time as determined by the directors by providing at least twenty one (21) clear days' notice (excluding the day the notice is posted and also the day of the meeting) to all members and officers, specifying the time and place of the meeting and the agenda to be tabled. The first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Company. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next

## **25. Quorum for general meetings**

(1) No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum; the quorum for a general meeting shall be 25% of the ordinary members, each being a member or proxy for a member, and ordinary members must be in the majority

## **26. Chairing general meetings**

(1) If the directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.

(2) If the directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present, or

(b) (if no directors are present), the meeting must appoint a director or member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as "the chairperson of the meeting" and each meeting shall start with a report by the chairperson on the activities of the company that will include a report on the state of the accounts of the Company.

## **27. Attendance and speaking by directors and non-members**

(1) Directors may attend and speak at general meetings, whether or not they are members.

(2) The chairperson of the meeting may permit other persons who are not members of the company to attend and speak at a general meetings, as agreed with the Board.

## **28. Adjournment**

(1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

(2) The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment, or

(b) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(3) The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## VOTING AT GENERAL MEETINGS

### 29. Voting

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

### 30. Errors and disputes

(1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

(2) Any such objection must be referred to the chairperson of the meeting whose decision is final.

### 31. Poll votes

(1) A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by:

(a) the chairperson of the meeting;

(b) the directors;

(c) two or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if:

(a) the poll has not yet been taken, and

(b) the chairperson of the meeting consents to the withdrawal.

(4) Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

### 32. Content of proxy notices

(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice")

Which:

(a) states the name and address of the member appointing the proxy;

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the company not less than forty eight (48) hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **33. Delivery of proxy notices**

(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **34. Amendments to resolutions**

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(3) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

## PART 4

### ADMINISTRATIVE ARRANGEMENTS

#### 35. Finances and Accounting

- i. The Company shall accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust
- ii. The Company shall have the power to take such steps as is deemed appropriate for the purposes of raising funds for the activities of the company and to borrow or raise money for the Purposes and give security in support of any such borrowings by the company and/or in support of any obligations undertaken by the Company
- iii. The Company may set aside funds not immediately required to fulfil the Purpose as a reserve to service specific objectives downstream
- iv. The Company may pay any and all costs associated with the formation of the company and its subsequent development and shall endeavor to pay its creditors within a reasonable period, and shall usually employ standard commercial 28 day payment terms
- v. Accounting records shall be kept in accordance with applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all monies 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 of the liabilities of the Company shall be kept; such accounting records shall be open to inspection at all times by any Director of the company.
- vi. The income of the Company shall be applied solely and absolutely towards promoting the Purposes of the Company and does not belong to the members or the officers. Any and all surplus assets or income are to be applied to the benefit of the Kintyre Community
- vii. No part of the income or any asset of the Company shall be paid or transferred (directly or indirectly) to the members of the Company or its officers, or to any other individual associated whether by way of dividend, bonus or otherwise.
- viii. No benefit (whether in money or in kind) shall be given by the company to any member or Director, bar (i) the repayment of out of pocket expenses to Directors (subject to the submission of eligible and appropriate VAT invoices, and at the sole discretion of the board of Directors) and (ii) payment of interest at an agreed rate, not to exceed base commercial lending rate, on money that maybe voluntarily loaned to the company from time to time by its members or officers

#### 36. Means of communication to be used

- (1) Subject to the articles, anything sent or supplied by or to the company under the articles may sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty eight (48) hours.

### **37. Company seals**

- (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

For the purposes of article 35.3, an authorised person is:

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **38. Indemnity**

- (1) Subject to paragraph (38.2), a relevant director of the company or an associated company shall be indemnified out of the company's assets (to the extent permitted by Section 310 of the 1985 Act (for so long as it is in force) and Sections 232, 234, 235, 532 and 533 of the 2006 Act) against:
  - (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
  - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
  - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

### **39. Insurance and Protection of the Company's Interests and that of its Officers**

- (1) The Company shall purchase and maintain insurance, at the expense of the company, required to protect its interests and that of its officers (to include indemnity and liabilities insurance in respect of Directors and employees) against any relevant loss or liability that he/she may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in Section 232(2) of the 2006 Companies Act.
- (2) The company shall oppose, or object to, any application or proceedings which may prejudice the interests of the Company
- (3) The company shall engage such consultants and/or advisors as are considered appropriate from time to time to achieve the Company's aims and Purposes
- (4) In this article—
  - (a) a "relevant director" means any director or former director of the company or an associated company,
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



#### **40. Data Protection**

- (1). Each of the Directors (from time to time) consent to the processing and transfer of their personal data allied to any and all matters considered by Board to be in the best interests of the Company in achieving its objectives and Purposes.
- (2). The personal data that may be processed for such purposes under article 40, other than that as required by law, court order or any regulated authority, shall not be disclosed by a recipient (the Company, its members and directors) or any person, except to: (i) employees, directors and professional advisors of the Recipient or the Recipient Group of Companies; (ii) to its holding Companies and subsidiaries (each such term as defined by the Companies Act 2006); and (iii) transfer shall be permitted to persons acting on behalf of the Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the Purposes stated above, where it is necessary or desirable to do so

#### **41. Ancillary**

- (1) To pursue any further activities which may be incidental or conducive to the furtherance of the Purpose and objectives of the Company

#### **42. Dissolution**

- (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
- (2) If on the winding up of the Company any property owned by the Company (including any land acquired by the Company in terms of the land reform (Scotland) Act 2003) remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members or officers of the Company; instead, that property shall be transferred to some other community body or bodies (as defined in Section 34 of the Land Reform (Scotland) Act 2003) that are a Scottish charity, or to a crofting community body or bodies (as defined in Section 71 of the Land Reform (Scotland) Act 2003) as may be determined by the members (subject to the identity of the transferee body or bodies being first approved by the Scottish Ministers). If the members do not resolve to transfer any property of the nature referred to above to a community body or bodies or crofting community body or bodies approved by the Scottish Ministers, such property shall instead be transferred to the Scottish Ministers or to such charity as the Scottish Ministers may direct

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END