

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**Memorandum of Association**  
**of**

**SCOTTISH BORDERS COMMUNITY DEVELOPMENT COMPANY**

1. The company's name is "SCOTTISH BORDERS COMMUNITY DEVELOPMENT COMPANY"
2. The company's registered office is to be situated in Scotland.
3. Scottish Borders Community Development Company's objects are:
  - (a) To promote any charitable purposes for the benefit of the inhabitants of the area covered by the Scottish Borders Council and in particular the advancement of education, and furtherance of health and relief of poverty, distress and sickness
  - (b) To promote and organise co-operation in the achievement of the above purposes by bringing together representatives of statutory authorities and voluntary organisations within the Scottish Borders engaged in the furtherance of the above purposes
  - (c) To do all other things as will properly attain the above purposes.
4. In pursuance of those aims (but not otherwise), Scottish Borders Community Development Company shall have the following powers:-
  - a. Act as a focal point for consultation and action on issues of common concern and as a channel of communication with statutory bodies on issues of relevance to the voluntary and community sectors throughout Scottish Borders Council area.
  - b. To carry on any other activities which further any of the above objects.
  - c. To promote companies whose activities may further one or more of the above objects, or may generate income to support the activities of Scottish Borders Community Development Company, acquire and hold shares in such companies and carry out, in relation to any such company which is a subsidiary of Scottish Borders Community Development Company, all such functions as may be associated with a holding company.
  - d. To acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for Scottish Borders Community Development Company activities.
  - e. To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for Scottish Borders Community Development Company activities.



- f. To improve, manage, develop, or otherwise deal with all or any part of the property and rights of Scottish Borders Community Development Company.
- g. To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of Scottish Borders Community Development Company.
- h. To lend money and give credit (with or without security) and to grant guarantees and issue indemnities.
- i. To borrow money, and to give security in support of any such borrowings by Scottish Borders Community Development Company, in support of any obligations undertaken by Scottish Borders Community Development Company or in support of any guarantee issued by Scottish Borders Community Development Company.
- j. To employ such staff as are considered appropriate for the proper conduct of Scottish Borders Community Development Company activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- k. To engage such consultants and advisers as are considered appropriate from time to time.
- l. To effect insurance of all kinds (which may include officers' liability insurance).
- m. To invest any funds which are not immediately required for Scottish Borders Community Development Company activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- n. To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering Scottish Borders Community Development Company objects.
- o. To establish and/or support any other charitable body, and to make donations for any charitable purpose falling within Scottish Borders Community Development Company objects.
- p. To take such steps as may be deemed appropriate for the purpose of raising funds for Scottish Borders Community Development Company activities.
- q. To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- r. To oppose, or object to, any application or proceedings which may prejudice Scottish Borders Community Development Company interests.
- s. To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of Scottish Borders Community Development Company, and

to enter into any arrangement for co-operation or mutual assistance with any charitable body.

- t. To do anything which may be incidental or conducive to the furtherance of any of Scottish Borders Community Development Company objects.

And it is declared that

- (i) in this clause, "property" means any property, heritable or moveable, wherever situated
  - (ii) in this clause, and throughout this Memorandum of Association, the word "charitable" shall have the meaning ascribed to it for the purposes of section 505 of the Income and Corporation Taxes Act 1988, and the Charities and Trustee Investment (Scotland) Act 2005 including any statutory amendment or re-enactment for the time being in force.
5. (a) The income and property of Scottish Borders Community Development Company shall be applied solely towards promoting Scottish Borders Community Development Company objects (as set out in clause 3).
- (b) No part of the income or property of Scottish Borders Community Development Company shall be paid or transferred (directly or indirectly) to the members of Scottish Borders Community Development Company, whether by way of dividend, bonus or otherwise.
- (c) No Director of Scottish Borders Community Development Company shall be appointed as a paid employee or hold any office under Scottish Borders Community Development Company for which a salary or fee is payable. This article shall not apply to the payment of a modest honorarium to the Treasurer.
- (d) No benefit (whether in money or in kind) shall be given by Scottish Borders Community Development 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 Scottish Borders Community Development Company.
6. The liability of the members is limited.
7. Every Scottish Borders Community Development Company member undertakes to contribute such amount as may be required (not exceeding £1) to Scottish Borders Community Development 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 Scottish Borders Community Development 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 amongst themselves.
8. (a) If on the winding-up of Scottish Borders Community Development Company any property remains after satisfaction of all debts and liabilities, such property shall not be paid to or distributed amongst members, other than

members that are recognised or registered charities, but shall be transferred to such charitable body or bodies (whether incorporated or unincorporated) whose objects are similar (wholly or in part) to the objects of Scottish Borders Community Development Company.

(b) The body or bodies to which property is transferred under paragraph (a) shall be determined by the members of Scottish Borders Community Development Company at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at the time.

(c) To the extent that effect cannot be given to the provisions of paragraphs (a) and (b) of this clause 8, the relevant property shall be applied to some other charitable object or objects.

9. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by Scottish Borders Community Development Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of Scottish Borders Community Development Company; such accounting records shall be open to inspection at all times by any Director of Scottish Borders Community Development 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**

1. Margaret Johan Hindmarsh (Chair)

Brownrigg

Commonside Farm

Hawick

TD9 0LB

signature

*M J Hindmarsh*

2. Andrew Hamilton Findlay (Director)

Fawside Lodge

Gordon

TD 3 6JZ

signature

*A. F. Findlay*

3. Isobel Mary King (Director)

Dove Cottage

St John's Wynd

Newstead

Melrose

TD6 9DD

signature

*Isobel King*

4. Ian Jarvie (Director)

The Beeches

Whitsome

DUNS

TD11 3NB

signature

*I. Jarvie*

- ~~5. Trevor Burrows~~

~~24 Upper Loan~~

~~Lauder~~

~~TD2 6TP~~

~~signature~~

6. Fiona Henshall

Mossgiel

19 Venlaw quarry Road

Peebles

EH45 8RJ

signature

*F. Henshall*

Dated *Liz Walthew* 29 June 2006.

Witness to the above signatures:-

*Liz Walthew*

ELIZABETH NORMA WALTHER  
WHITSOME CROFTS  
DUNS  
BERWICKSHIRE TD11 3NB

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**Articles of Association**  
**of**  
**SCOTTISH BORDERS COMMUNITY DEVELOPMENT COMPANY**

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**General structure**

1. The structure of Scottish Borders Community Development Company consists of:-
  - (a) the MEMBERS - who have the right to attend the Annual General Meeting (and any Extraordinary General Meeting) and have important powers under the Articles of Association and the Companies Acts; in particular, the members elect people to serve as Directors and take decisions in relation to changes to the Articles themselves.
  - (b) the DIRECTORS - who hold regular meetings during the period between Annual General Meetings, and generally control and supervise the activities of Scottish Borders Community Development Company; in particular, the Directors are responsible for monitoring the financial position of Scottish Borders Community Development Company.

**Qualifications for membership**

2. (a) The members of Scottish Borders Community Development Company shall consist of the subscribers to the Memorandum of Association and such other persons as are admitted to membership under articles 3 to 7.  
(b) In the case of an organisation the application must be signed by an appropriate officer of that body.
3. Membership shall be open to any voluntary or community group operating in the Scottish Borders and to individuals and public bodies having an interest in supporting the company's objects.
4. Employees of Scottish Borders Community Development Company shall not be eligible for membership; a person who becomes an employee of Scottish Borders Community Development Company after admission to membership shall automatically cease to be a member.

#### **Application for membership**

5. Any person who wishes to become a member must sign, and lodge a written application for membership. In the case of an application from an organisation, the application must also be signed by an appropriate office bearer.
6. The Directors may, at their discretion, refuse to admit any person or organisation to membership.
7. The Directors shall consider each application for membership at the first Directors' meeting which is held after receipt of the application; the Directors shall, within a reasonable time after the meeting, notify the applicant if they have been unsuccessful in their application.

#### **Membership subscription**

8. The Directors may fix an annual subscription

#### **Register of members**

9. The Directors shall maintain a register of members, setting out the full name and address of each member, the date on which they were admitted to membership, and the date on which they ceased to be a member. In the case of a member organisation, the entry against his/her name shall also include details of the body which nominated him/her for membership.

#### **Withdrawal from membership**

10. Members failing to pay their annual membership fee within eight weeks of the date on which it falls due shall be deemed to have withdrawn their membership.

#### **Expulsion from membership**

11. Any person may be expelled from membership by special resolution (see article 23), providing the following procedures have been observed:-
  - (a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion
  - (b) the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

### **Termination/transfer**

12. Membership shall cease on death or (in the case of an organisation on receivership, liquidation, dissolution, or striking-off of the body which constituted the member.
13. Members wishing to resign must notify the Company secretary in writing. A member may not transfer his/her membership to any other person.

### **General meetings (meetings of members)**

14. The Directors shall convene an Annual General Meeting in each year. Not more than 15 months shall elapse between one Annual General Meeting and the next.
15. The business of each Annual General Meeting shall include:-
  - (a) a report by the Directors on the activities of Scottish Borders Community Development Company
  - (b) receipt of the annual accounts of Scottish Borders Community Development Company prepared in accordance with articles 69 to 71.
  - (c) the acceptance of retirement of Directors and election/re-election of Directors, as referred to in articles 37 to 39.
  - (d) The appointment of Auditors
16. The Directors may convene an Extraordinary General Meeting at any time.
17. The Directors must convene an Extraordinary General Meeting if there is a valid requisition by members (under section 368 of the Act) or a requisition by a resigning auditor (under section 392A of the Act). If a notice signed by 4 or more members requesting an Extraordinary General Meeting is received, the Directors must convene an Extraordinary General Meeting within six weeks from the date which the notice was received. A notice preceding the Extraordinary General Meeting must set out the business which is to be considered at the meeting.

### **Notice of general meetings**

18. At least 21 clear days' notice must be given of an Annual General Meeting or an Extraordinary General Meeting.
19. The reference to "clear days" in article 18 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice contained in an electronic communication, the 24 hours after it was sent) and also the day of the meeting, should be excluded.
20. A notice calling a meeting shall specify the time and place of the meeting; it shall indicate the general nature of the business to be dealt with at the meeting and if a special resolution (see article 23) (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.
21. A notice convening an Annual General Meeting shall specify that the meeting is to be an Annual General Meeting; any other general meeting shall be called an Extraordinary General Meeting.
22. Notice of every General Meeting shall be given (either in writing or, where the party to whom notice is given has notified Scottish Borders Community Development Company of an address to be used for the purpose of electronic

communications, by way of an electronic communication) to all the members and Directors, and (if there are auditors in office at the time) to the auditors.

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

23. For the purposes of these articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an Annual General Meeting or Extraordinary General Meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 18 to 22; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
24. A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.
25. In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow Scottish Borders Community Development Company, by special resolution,
  - (a) to alter its name
  - (b) to alter its Memorandum of Association with respect to Scottish Borders Community Development Company's objects
  - (c) to alter any provision of these articles or adopt new Articles of Association.
26. For the purposes of these articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes 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 18 to 22.

### **Procedure at General Meetings**

27. No business shall be dealt with at any General Meeting unless a quorum is present; the quorum for a general meeting shall be five members, present in person or (in the case of members which are organisations) present via their duly authorised representatives.
28. If a quorum is not present within 15 minutes after the time at which a General Meeting was due to commence - or if, during a meeting, 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.
29. The Convener of Scottish Borders Community Development Company shall (if present and willing to act as Chairperson) preside as Chairperson of each General Meeting; if the Convener is not present and willing to act as Chairperson within 15 minutes after the time at which the meeting was due to

commence, the Directors present at the meeting shall elect from among themselves the person who will act as Chairperson of that meeting.

30. The Chairperson of a General Meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the Chairperson may determine.
31. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally or (in the case of an organisation) give via its duly authorised representative present at the meeting.

A member which is an organisation shall be entitled to authorise an individual to attend and vote at General Meetings. He/she will then be entitled to exercise the same powers on behalf of the body which he/she represents as that body could have exercised if it had been an individual member of Scottish Borders Community Development Company.
32. If there are an equal number of votes for and against any resolution, the Chairperson of the meeting shall be entitled to a casting vote.
33. A resolution put to the vote at a General Meeting shall be decided on a show of hands unless a secret ballot is demanded by the Chairperson (or by at least two members present in person at the meeting, whether as a member or as representatives of members which are organisations); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
34. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the Chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

#### **Maximum number of Directors**

35. The maximum number of Directors shall be twenty and the minimum number 5.

#### **Eligibility**

36. A person shall not be eligible for election/appointment as a Director unless he/she is a member of Scottish Borders Community Development Company

#### **Election, retiral, re-election**

37. At each Annual General Meeting, the members may elect any member (subject to articles 35 and 36 and providing they are willing to act) to be a Director.
38. The Directors may at any time appoint any member (providing they are willing to act) to be a Director (subject to articles 35 and 36).

A member which is an organisation may nominate any individual for election as a Director. He/she will then be deemed to be a member of Scottish Borders Community Development Company for the purposes of articles 35 and 36.
39. At each Annual General Meeting, one third of all of the Directors shall retire from office but shall then be eligible for re-election or re-appointment. The longest serving directors will be those who retire except in the first two years of the company's operation when those retiring will be decided by ballot.

40. ~~In addition each Area Group (as described in article 65) shall have the right to nominate two of its members as Directors. Nominations (and changes in nominations) must be made in writing to the Convener. Such Directors will not be subject to the retiral and re-election provisions in articles 37-39.~~

**This article was removed by a Special Resolution of 6<sup>th</sup> October 2015**

### **Termination of office**

41. A Director shall automatically vacate office if they:-
- (a) cease to be a Director through the operation of any provision of the Act or becomes prohibited by law from being a Director
  - (b) become debarred under any statutory provision from being involved in the administration or management of a charity
  - (c) become incapable for medical reasons of fulfilling their duties of his/her office and such incapacity is expected to continue for a period of more than six months
  - (d) cease to be a member of Scottish Borders Community Development Company or (if nominated by an organisation) the organisation ceases to be a member of Scottish Borders Community Development Company.
  - (e) become an employee of Scottish Borders Community Development Company
  - (f) resign office by notice to Scottish Borders Community Development Company
  - (g) are absent (without permission of the Directors) from more than three consecutive meetings of the Directors, and the Directors resolve to remove him/her from office
  - (h) are removed from office by ordinary resolution (special notice having been given) in pursuance of section 303 of the Act.

### **Register of Directors**

42. The Directors shall maintain a register of Directors, setting out full details of each Director, the name of the organisation which nominated each Director (if applicable) including the date on which he/she became a Director, and also specifying the date on which any person ceased to hold office as a Director.

### **Office bearers**

43. All of the office bearers shall cease to hold office at the conclusion of each Annual General Meeting, but shall then be eligible for re-election.
44. The Directors shall elect from among themselves a Convener and a Treasurer, and such other office bearers (if any) as they consider appropriate.
45. A person elected to any office shall cease to hold that office if they cease to be a Director, or resign from that office by written notice to that effect.

### **Powers of Directors**

46. Subject to the provisions of the Act, the Memorandum of Association and these Articles, and subject to any directions given by special resolution, Scottish Borders Community Development Company and its assets and undertaking shall be managed by the Directors, who may exercise all the powers of Scottish Borders Community Development Company.
47. A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

### **Personal interests**

48. A Director who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the Directors; he/she will be debarred from voting, and may be required to withdraw from the meeting while an item of that nature is being dealt with.
49. For the purposes of the preceding article, a Director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which they are a partner or any Limited Company of which they are a substantial shareholder or Director (or any other party who/which is deemed to be connected with them), has a personal interest in that arrangement.
50. Provided they have declared their interest - and not voted on the question of whether or not Scottish Borders Community Development Company should enter into the relevant arrangement - a Director will not be debarred from entering into an arrangement with Scottish Borders Community Development Company in which they have a personal interest (or is deemed to have a personal interest under article 49) and may retain any personal benefit which they gain from participation in that arrangement.
51. No Director may serve as an employee (full time or part time) of Scottish Borders Community Development Company, and no Director may be given any remuneration by Scottish Borders Community Development Company for carrying out duties as a Director.
52. The Directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Directors, General Meetings, or Meetings of Committees, or otherwise in connection with the carrying-out of their duties.

### **Procedure at Directors' meetings**

53. Any Director may call a meeting of the Directors or request the Company Secretary to call a meeting of the Directors.
54. Questions arising at a meeting of the Directors shall be decided by a majority of votes; if an equality of votes arises, the Chairperson of the meeting shall have a casting vote.
55. No business shall be dealt with at a meeting of the Directors unless a quorum is present; the quorum for meetings of the Directors shall be four.

56. If at any time the number of Directors in office falls below the number fixed as the quorum, the remaining Director(s) may act only for the purpose of filling vacancies or of calling a General Meeting.
57. Unless unwilling to do so, the Convener of Scottish Borders Community Development Company shall preside as Chairperson at every Directors' meeting at which they are present; if the Convener is unwilling to act as Chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Directors present shall elect from among themselves the person who will act as Chairperson of the meeting.
58. The Directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Directors. Any such person who is invited to attend a Directors' meeting shall not be entitled to vote.
59. A Director who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the directors; he/she may be debarred from voting and may be required to withdraw from the meeting while an item of that nature is being dealt with. Scottish Borders Community Development Company may, by ordinary resolution, suspend or relax the provisions of this article to any extent – either generally or in relation to any particular matter.
60. For the purposes of the preceding article, a Director shall be deemed to have a personal interest in an arrangement if any partner or other close relative or any firm of which they are a partner or any Limited Company of which they are a substantial shareholder or Director (or any other party who/which is deemed to be connected with them), has a personal interest in that arrangement.
61. 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.

#### **Delegation to sub-Committees**

62. The Directors may delegate any of their powers to any sub-Committee consisting of one or more Directors and such other persons (if any) as the Directors may determine; they may also delegate to the Convener of Scottish Borders Community Development Company (or the holder of any other post) such of their powers as they may consider appropriate.
63. Any delegation of powers under article 62 may be made subject to such conditions as the Directors may impose and may be revoked or altered.
64. The rules of procedure for any sub-Committee shall be as prescribed by the Directors.
65. ~~Special sub-committees called Area Groups shall be established by the Directors up to a maximum of five in number and collectively encompassing the area covered by the Scottish Borders Council. Each of these Area Groups shall be comprised wholly of Members of the company. As described in article 40, each Area Committee shall have the right to nominate two Directors of the company.~~

**This article was removed by a Special Resolution of 6<sup>th</sup> October 2015**

### **Operation of bank accounts**

66. The signatures of two out of the signatories appointed by the Directors shall be required in relation to all operations (other than lodgement of funds) on all of Scottish Borders Community Development Company Bank and Building Society accounts. At least one out of the two signatures must be the signature of a Director.

### **Company Secretary**

67. The Scottish Borders Community Development Company Secretary shall be appointed by the Directors for such term, at such remuneration, and upon such conditions, as they may think fit; The Scottish Borders Community Development Company Secretary may be removed by them at any time.

### **Minutes**

68. The Directors shall ensure that minutes are made of all proceedings at General Meetings, Directors' Meetings and meetings of Committees. Minutes of any meeting shall include the names of those present, and shall be signed by the Chairperson of the meeting.

### **Accounting records and annual accounts**

69. The Directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
70. The Directors shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.
71. No member shall (unless they are a Director) have any right of inspecting any accounting or other records, or any document of Scottish Borders Community Development Company, except as conferred by statute or as authorised by the Directors or as authorised by ordinary resolution of Scottish Borders Community Development Company.

### **Notices**

72. Any notice which requires to be given to a member under these Articles shall be given either in writing or by way of an electronic communication. Such notice may be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to Scottish Borders Community Development Company (in the case of a member who has notified Scottish Borders Community Development Company of an address to be used for the purpose of electronic communications) may be given to the member by way of an electronic communication.
73. Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 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.
74. Any notice contained in an electronic communication shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any electronic communication was sent, it shall be sufficient to provide

any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

### **Winding-up**

75. If Scottish Borders Community Development Company is wound up, the liquidator shall give effect to the provisions of Clause 8 of the Memorandum of Association.

### **Indemnity**

76. Every Director or other officer or auditor of Scottish Borders Community Development Company shall be indemnified out of the assets of Scottish Borders Community Development Company against any loss or liability which he/she may sustain or incur in connection with the execution of their duties of office; that may include, 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 any liability in connection with an application in which relief is granted by the court from liability for negligence, default or breach of trust in relation to the affairs of Scottish Borders Community Development Company.
77. The indemnity contained in article 76 shall be subject to the provisions of the Act and is without prejudice to any other indemnity to which a Director may otherwise be entitled.

### **Interpretation**

78. 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;
- “electronic communication” has the same meaning as is assigned to that expression in the Electronic Communications Act 2000.
79. Reference in these Articles to the singular shall be deemed to include the plural.

<sup>Articles</sup>  
WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this memorandum.

**NAMES AND ADDRESSES OF SUBSCRIBERS**

7. Margaret Johan Hindmarsh (Chair)

Brownrigg

Commonside Farm

Hawick

TD9 0LB

signature

*M J Hindmarsh*

8. Andrew Hamilton Findlay (Director)

Fawside Lodge

Gordon

TD 3 6JZ

signature

*A. Findlay*

9. Isobel Mary King (Director)

Dove Cottage

St John's Wynd

Newstead

Melrose

TD6 9DD

signature

*Isobel King*

10. Ian Jarvie (Director)

The Beeches

Whitsome

DUNS

TD11 3NB

signature

*I. Jarvie*

- ~~11. Trevor Burrows~~

~~24 Upper Loan~~

~~Lauder~~

~~TD2 6TP~~

signature

12. Fiona Henshall

Mossgiel

19 Venlaw quarry Road

Peebles

EH45 8RJ

signature

*F. Henshall*

Dated 29th June 2006

Witness to the above signatures:-

*Liz Walthew*

*X*  
ELIZABETH NORMA WALTHER  
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