

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF
THE NEWTOWN PARK ASSOCIATION LIMITED
(the “ASSOCIATION”)**

COMPANY NUMBER: SC418577

Adopted by Special Resolution dated 2012

1. THE ASSOCIATION’S OBJECTS

1.1. The Association’s objects are:

- (a) to acquire outright, or as trustees, for the benefit of the people of Bo’ness, West Lothian [and environs] (“**Community**”), and to develop, improve, utilise, let out and generally make available, ground and facilities at Newtown Park, Bo’ness, and elsewhere;
- (b) to provide the Community with a community inspired, developed and managed facility, to help people of all ages develop sporting, social and life skills;
- (c) to provide new, and enhance existing opportunities for the public to participate in football and other sport and recreational activities;
- (d) to provide and organise recreational facilities with the object of improving the conditions of life for the Community [and other members of the public];
- (e) to encourage community development and involvement, strengthen community cohesion and become a focal point for a range of Community based activities and programmes;
- (f) to provide learning and educational development opportunities for young people and other members of the public; and
- (g) to make a positive impact on social targets such as improving health and fitness.

1.2 In furtherance of the Association’s objects, but not otherwise, the Association shall have the following powers:

- (a) to assume, set up, run and support, clubs and associations for football and other sports, recreational and educational activities;
- (b) to engage in activities to raise funds for the Association;
- (c) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, and to accept any reasonable conditions attaching to them;
- (d) to make payments, grants, donations, endowments, subscriptions and sponsorships of all kinds, and to attach any reasonable conditions to them;
- (e) to deposit or invest any funds which are not immediately required for the Association’s activities in such investments as may be considered appropriate (and to dispose of and vary such investments) and to employ professional advisers and arrange for the investments or other Property of the Association to be held in the name of a nominee;

- (f) to borrow money, and to give security in support of any such borrowings by the Association, in support of any obligations undertaken by the Association or in support of any guarantee issued by the Association;
- (g) to lend money and give credit to any person with or without security and to grant guarantees and contracts of indemnity on behalf of any person;
- (h) to purchase, lease, hire, take in exchange and otherwise acquire any Property or rights;
- (i) to improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertakings, Property and rights of the Association;
- (j) to sell, let, grant security over, dispose of or otherwise deal with all or any of the Property or assets of the Association;
- (k) to engage personnel and to remunerate any individual whether on a full time or part time basis or whether as a consultant or employee, to supervise, organise, carry out work for and advise the Association;
- (l) to engage and remunerate such consultants, experts and advisers as are considered appropriate from time to time;
- (m) to support Organisations whose activities may further one or more of the objects of the Association, or may generate income to support the activities of the Association; acquire and hold shares or take interests in such companies or entities, and carry out, in relation to any such Association which is a subsidiary of the Association, all such functions as may be associated with a holding Association;
- (n) to enter into any agreements, contracts, arrangements or partnership with any Organisation, government or authority which may be advantageous for the purposes of the activities of the Association;
- (o) to amalgamate with any charitable Organisation having objects altogether or in part similar to those of the Association;
- (p) to effect insurance against risks of all kinds; and generally; and
- (q) to do anything which may be incidental or conducive to the furtherance of any of the objects of the Association.

2. THE ASSOCIATION'S INCOME AND PROPERTY

- 2.1. The income and Property of the Association shall be applied solely towards the promotion of its objects as set out in Article 1.
- 2.2. No part of the income or Property of the Association shall be paid or transferred (directly or indirectly) to the Members of the Association, whether by way of dividend, bonus, or otherwise, except as permitted under Article 2.3.
- 2.3. No benefit (whether in money or in kind) shall be given by the Association to any Member or Trustee except:
 - (a) repayment of out-of-pocket expenses to Trustees, including travelling and other expenses properly incurred by them in connection with the discharge of their duties and approved in advance by the Trustees; or
 - (b) reasonable remuneration to any Member or Trustee in return for specific services actually rendered to the Association (not being of a management nature normally carried out by a director of a company); or

- (c) payment of interest at a rate not exceeding the commercial rate on money lent to the Association by any Member or Trustee; or
- (d) use of and involvement in the Association's Property, facilities and activities, provided it is on the same basis as is available to other Members and/or the general public.

3. MEMBERS OF THE ASSOCIATION

- 3.1. Membership shall be open to all individuals over the age of 18.
- 3.2. The liability of each Member of the Association is limited to £1, being the maximum amount which each Member of the Association undertakes to contribute to the Property of the Association if it should be wound up whilst he is a Member or within one year after he ceases to be a Member (for whatever reason), for payment of its debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up.
- 3.3. Every person who wishes to become a Member shall deliver to the Association an application for membership in such form as the Board of Trustees from time to time require. No person shall be admitted a Member of the Association unless his membership is approved by the Board of Trustees.
- 3.4. The Board of Trustees shall have the right for good and sufficient reason to terminate the membership of any Member provided that the Member concerned shall have a right to be heard by the Board of Trustees before any final decision is made.
- 3.5. Any person who wishes to withdraw from membership shall lodge with the Association a written notice of retrial, in such form as the Board of Trustees from time to time require, signed by him. Membership shall not be transferable and shall cease on death.
- 3.7. The Board of Trustees may, at any time, issue notices to the Members requiring them to confirm that they wish to remain as Members and stating that they have a period of 28 days (running from the date of issue of the notice) to so confirm to the Board or their membership will terminate. If a Member fails to provide confirmation to the Board (in writing or by e-mail) that he/she wishes to remain as a Member before the expiry of the said 28-day period the Board may terminate his/her membership.

4. GENERAL MEETINGS

- 4.1. The Board of Trustees shall convene an annual general meeting [no later than 31st May] in every calendar year.
- 4.2. In addition to annual general meetings, the Board of Trustees may convene general meetings when they think fit and, on the requisition of Members pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the 2006 Act.
- 4.3. All general meetings shall be called by at least fourteen Clear Days' notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all Members, the Board of Trustees and the Association's auditors (if any).
- 4.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1. No business shall be transacted at any general meeting unless a quorum is present. The quorum for transaction of business at a general meeting shall be five or if fewer, the nearest whole number (always rounding up) representing one fifth of the Members entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member.
- 5.2. If a quorum is not present within half an hour 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 Chairman of the meeting.
- 5.3. The Chairman of the Board of Trustees shall (if present and willing to act) preside as Chairman of each general meeting. If the Chairman of the Board of Trustees is not present and willing to act as Chairman of the meeting within half an hour after the time at which the meeting was due to commence, the Trustees present shall elect one of their number to act as Chairman of that meeting. If there is only one Trustee present and willing to act, he shall be Chairman of the meeting.
- 5.4. The Chairman of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.
- 5.5. Where a meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted. In any other case, it shall not be necessary to give any notice of an adjourned meeting.
- 5.6. A resolution put to the vote of the meeting shall be decided on a show of hands. On a show of hands every Member present shall have one vote. The Chairman of the meeting may demand a poll before or after the show of hands. On a poll, every Member shall have one vote. A vote may be given personally or by proxy.
- 5.7. If a poll is demanded in accordance with the preceding Article, it shall be taken at once by means of a secret ballot of all the persons present and entitled to vote conducted in such manner as the Chairman of the meeting may direct. The result of a poll shall be declared at the meeting at which the poll was demanded.
- 5.8. Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 5.9. If there are an equal number of votes for and against any resolution, the Chairman of the meeting shall be entitled to a casting vote.
- 5.10. At every annual general meeting of the Association:
 - (a) at least one third of the Board of Trustees shall retire from office;
 - (b) the Members shall elect additional Trustees from among their number, providing those individuals elected are willing to act as Trustees and the prescribed maximum number of Trustees will not be exceeded.
- 5.11. A Trustee who retires at an annual general meeting of the Association may, if willing to act, be re-appointed by the Members at the same meeting.

6. BOARD OF TRUSTEES

- 6.1. Subject to the provisions of the 2006 Act, these Articles and any restrictions, conditions or requirements imposed by resolution of the Members, the activities and business of the Association shall be managed by the Board of Trustees, which may exercise all the powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association.
- 6.2. Any Member may stand for election as a Trustee at an annual general meeting, (or other general meeting convened for the purpose) of the Association, but the maximum number of Trustees on the Board of Trustees shall be fifteen.
- 6.3. A Trustee shall automatically vacate office if:
 - (a) he ceases to be a Trustee through the operation of any provision of the 2006 Act or the 2005 Act, or otherwise becomes prohibited by law from being a company director or charity trustee; or
 - (b) he becomes incapable for medical reasons of fulfilling the duties of his office and such incapacity is expected to continue for a period of more than six months; or
 - (c) he is absent, without the permission of the Board of Trustees, from more than three consecutive meetings of the Board of Trustees and the Board of Trustees resolves to remove him from office; or
 - (d) he resigns office by notice to the Association; or
 - (e) he ceases to be a Member of the Association.

7. PROCEEDINGS OF THE BOARD OF TRUSTEES

- 7.1. Subject to the provisions of these Articles, the Board of Trustees may regulate its proceedings as it thinks fit. Any Trustee may call a meeting of the Board of Trustees. All meetings of the Board of Trustees shall be called by at least seven Clear Days' notice.
- 7.2. Any Trustee may validly participate in a meeting of the Board of Trustees or a committee of the Board of Trustees through the medium of conference telephone or video conference facility or similar, provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote.
- 7.3. No business shall be dealt with at a meeting of the Board of Trustees unless a quorum is present. The quorum for transacting business of the Board of Trustees shall be five or, if fewer, the nearest whole number (always rounding up) representing one half of the Board of Trustees.
- 7.4. A meeting of the Board of Trustees at which a quorum is present may exercise all powers exercisable by the Board of Trustees. If at any time the number of Trustees in office falls below two, the remaining Trustee shall call a general meeting for the purpose of filling vacancies.
- 7.5. The Board of Trustees shall elect one Trustee to the office of Chairman at their first meeting, and at their first meeting following termination of appointment of a previous Chairman.
- 7.6. The Board of Trustees shall elect from among their number such other office bearers as they consider appropriate. A person elected to any office shall cease to hold that office if he ceases to be a Trustee, or if he resigns from that office by written notice to that effect.
- 7.7. A Secretary may be appointed by the Board of Trustees for such term and on such conditions as the Board of Trustees may think fit, and may be removed by the Board of Trustees at any time.

- 7.8. Unless he is unwilling to do so, the Chairman shall preside as Chairman at every meeting of the Board of Trustees at which he is present. If the Chairman is unwilling to act as Chairman or is not present within half an hour after the time when the meeting was due to commence, the Trustees present shall elect from among their number the person who will act as Chairman of the meeting.
- 7.9. Questions arising at a meeting of the Board of Trustees shall be decided by a majority of votes. If an equality of votes arises, the Chairman of the meeting shall have a casting vote.
- 7.10. A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

8. PERSONAL INTERESTS

- 8.1. A Trustee shall not be entitled to vote at a meeting of the Board of Trustees on any resolution concerning a matter in which he has a personal interest which conflicts (or may conflict) with the interests of the Association.
- 8.2. A Trustee who has a personal interest in any transaction or other arrangement which the Association is proposing to enter into must declare that interest to the Board of Trustees and withdraw from any meeting of the Board of Trustees while an item of that nature is being dealt with.
- 8.3. For the purposes of these Articles, a Trustee shall be deemed to have a personal interest in a particular matter if any partner or close relative of the Trustee or any firm of which the Trustee is a partner or any company of which the Trustee is a director or substantial shareholder, has an interest.
- 8.4. Provided a Trustee complies with Article 8.2, he will not be debarred from entering into an arrangement with the Association in which he has a personal interest (or is deemed to have a personal interest) and may retain any personal benefit which he gains from his participation in that arrangement.

9. WRITTEN RESOLUTIONS

- 9.1. A resolution in writing signed by or on behalf of a simple majority (or in the case of a special resolution by a majority of not less than 75%) of Members who would have been entitled to vote upon it if it had been proposed at a general meeting at which such Members were present or represented by proxy, shall be as valid and effectual as if it had been passed at a general meeting duly convened and held. The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more of the Members.
- 9.2. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of the Board of Trustees and vote upon the resolution, shall be as valid and effectual as if it had been passed at a meeting of the Board of Trustees duly convened and held. The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more Trustees.

10. DELEGATION OF FUNCTIONS

- 10.1. The Board of Trustees may delegate any of its functions to any committee consisting of one or more Trustees, one or more Members, and such other persons (if any) as the Trustees may determine, and any committee so formed shall conform to any regulations imposed on it by the Board of Trustees. The Board of Trustees may revoke or alter a delegation. All acts and proceedings of any committee must be fully and promptly reported to the Board of Trustees.

11. MINUTES

The Board of Trustees shall ensure that minutes are made of all proceedings at general meetings, meetings of the Board of Trustees and meetings of committees. A minute of any meeting shall include the names of those present and shall (when possible) be signed by the Chairman of the meeting.

12. ACCOUNTS

12.1. The Board of Trustees shall ensure that proper accounting records of the Association are maintained.

12.2. The Board of Trustees shall prepare and arrange independent examination of the annual accounts of the Association, ensuring compliance with all relevant statutory requirements.

13. NOTICES

13.1. Any notice which requires to be given to a Member or a Trustee of the Association under these Articles must be given in hard copy form. Such a notice shall be delivered or sent by post in a pre-paid envelope to such Member or Trustee at his address as appearing in the Association's statutory registers or as supplied to the Association for this purpose.

13.2. Any notice served by post shall be deemed to have been given on the expiry of twenty four hours after posting. For the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

14. WINDING UP

14.1. If upon the winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any Property of the Association, it shall used for such Charitable Purposes, and/or be transferred to such other charitable Organisation(s) having objects similar to the objects of the Association, as the Board of Trustees may determine.

15. INDEMNITY

15.1. Every Trustee or other officer or auditor of the Association shall be indemnified (to the extent permitted by law) out of the assets of the Association against any loss or liability which he may sustain or incur in connection with the execution of the duties of his office, that may include (without prejudice to that generality, but only to the extent permitted by law), any liability incurred by him in defending civil or criminal proceedings in which judgment is given in his favour, or in which he is acquitted, or any liability in connection with an application in which relief is granted to him by the court from liability for negligence, default or breach of trust, in relation to the affairs of the Association.

15.2. The Association shall be entitled to purchase and maintain for any Trustee, or other officer of the Association, insurance against any loss or liability which any Trustee or other officer of the Association may sustain or incur in connection with the execution of the duties of his office, to the extent permitted by law.

16. INTERPRETATION

16.1. In these Articles the following definitions apply throughout:

“**2006 Act**” means the Companies Act 2006;

“**Articles**” means these articles of association, and **Article** means any one of them;

“**Board of Trustees**” means the Board of Trustees described in Article 6.1;

“**Charitable Purpose**” means a charitable purpose listed in section 7 of the 2005 Act which is also capable of being regarded as a charitable purpose in relation to the application of the Taxes Acts;

“2005 Act” means the Charities and Trustee Investment (Scotland) Act 2005;

“Clear Days” in relation to a period of notice, means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“Community” has the meaning ascribed to in Article 1;

“Members” means the members of the Association, and **“Member”** means any one of them;

“Organisation” means any 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; and

“Trustees” means the directors of the Association for the purposes of Part 10 of the 2006 Act, and

“Trustee” means any one of them.

- 16.2. Unless the context otherwise requires words or expressions contained in these Articles importing the masculine gender shall include female and neuter genders and words in the singular shall include words in the plural and words in the plural shall include the singular.

A reference to a statute or statutory provision is a reference to it as amended, or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.