

COMPANIES ACT 2006

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

MEMORANDUM OF ASSOCIATION

OF

THENUE COMMUNITIES

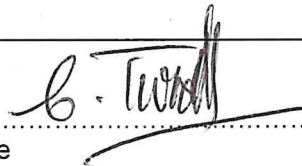
Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each Subscriber

Authentication of each subscriber

Charles Turner
Full Name
Authorised signatory of
Thenue Housing Association Limited

.....
Signature



22 May 2017

Date

COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

of

THENUE COMMUNITIES

PRELIMINARY

1. The Company's name is Thenue Communities ("the Company").

Registered Office

2. The Company's Registered Office is situated in Scotland.

INTERPRETATION AND LIMITATION OF LIABILITY

Definitions and Interpretation

- 3.1 In these articles, the following definitions apply throughout (unless the context requires otherwise):

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

"Board" means the board of Directors;

"charity" means a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.

"charitable object" means a charitable object or purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable object or purpose in relation to the application of the Taxes Acts.

"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, and includes any person occupying the position of director, by whatever name called;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

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

"member" has the meaning given in section 112 of the Companies Act 2006;

"Objects" has the meaning given in article 5;

"Parent Association" means Thenue Housing Association Limited, registered under the Industrial and Provident Societies Act 1965 (registered number 1933R(S)), a

registered Scottish charity (Scottish Charity Number SC032782) having their registered office at 423 London Road, Glasgow, G40 1AG;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

- 3.2 Words importing one shall include all genders and the singular includes the plural and vice versa.
- 3.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Acts as in force on the date when these articles become binding on the Company. Any words or expressions defined in the Companies Acts shall, if not inconsistent with the subject or content, bear the same meaning in the articles.
- 3.4 These articles supersede any model articles contained within the Companies Acts or any regulations pertaining thereto.

Liability of members

- 4.1 The liability of members is limited.
- 4.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company if it should be wound up while he/she or it is a member or within one year after he/she or it ceases to be a member (for whatever reason) for payment of the Company's debts and liabilities contracted before he/she or it ceases to be a member, and of the costs, charges and expenses of winding up.

Objects

5. The Objects are:-
 - 5.1 to provide recreational facilities and to organise recreational activities with the object of improving the conditions of the life for persons within the communities and geographical area in which the Parent Association operates, particularly through the development and operation of community halls;
 - 5.2 to promote the advancement of citizenship and community development particularly through the promotion of civic responsibility; and
 - 5.3 the advancement of education through the promotion of training and education.

Powers

6. The Company has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Company has power:-
 - 6.1 to raise funds for the activities of the Company and to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely, conditionally or in trust;
 - 6.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain, manage, operate and equip it for use;

- 6.3 to construct, alter, improve, conserve and demolish any buildings or other property;
- 6.4 to sell, lease, licence or otherwise dispose of all or any part of the property belonging to the Company to make grants or loans of money and to give guarantees;
- 6.5 to borrow or raise money and to give in security the whole or any part of the property belonging to the Company for repayment of the money borrowed or as security for a grant or the discharge of an obligation;
- 6.6 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 6.7 to establish, manage or support any other charitable trusts, associations or institutions and to make donations for any of the charitable purposes included in the Objects;
- 6.8 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Company;
- 6.9 to set aside income as a reserve against future expenditure and to invest funds as may be considered appropriate which may be held in the name of a nominee Company under the instruction of the Directors, and to dispose of, and vary such investments;
- 6.10 to employ, contract with, train and pay such staff (whether employed or self-employed) as are necessary for carrying out the work of the Company;
- 6.11 to establish, operate, acquire and administer any separate trading company or association whether charitable or not;
- 6.12 to enter into arrangements with any organisation, government or authority which may be advantageous for the Objects of the Company and to enter into any arrangement for co-operation with any charitable organisation and to enter into contracts to provide services to or on behalf of others;
- 6.13 to effect insurance of all kinds (which may include indemnity insurance for the Directors and employees);
- 6.14 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity;

Application of income and property

- 7.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 7.2 A Director may benefit from trustee indemnity insurance cover purchased at the Company's expense.
- 7.3 No Director shall be appointed as a paid employee of the Company.
- 7.4 No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:-

- 7.4.1 repayment of out of pocket expenses to Directors (subject to prior agreement by the Directors); or
 - 7.4.2 payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
 - 7.4.3 payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
 - 7.4.4 the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
 - 7.4.5 payment by way of any indemnity, where appropriate.
- 7.5 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend or bonus to any member of the Company. This does not prevent a member receiving a benefit from the Company in the capacity of a beneficiary of the Company.

MEMBERS

8. The sole member of the Company shall be the Parent Association which shall nominate in writing a person to act as its representative in exercising the rights of membership on its behalf and has power to recall its nomination at any time and nominate a new representative.

General meetings

9. The Directors may, with the written prior approval of the Parent Association, call General Meetings and, on the requisition of the Parent Association, shall proceed to call a General Meeting within 21 days of receiving the requisition for a date no later than 28 days after the date of the notice calling the meeting.

Notice of general meetings

- 10.1 The minimum period of notice required to hold a general meeting of the Company is fourteen clear days.
- 10.2 The notice must specify the date, time and place of the meeting and the nature of the business to be transacted.
- 10.3 The notice must be given to all the Parent Association and to the Directors and auditors.
- 10.4 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

Proceedings at general meetings

- 11.1 No business shall be transacted at any general meeting unless a quorum is present.
- 11.2 A duly nominated representative of the Parent Association shall be a quorum.

- 12.1 General meetings shall be chaired by the chairperson who has been appointed to chair meetings of the Directors.
- 12.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.
- 12.3 If there is only one Director present and willing to act, he or she shall chair the meeting.
- 12.4 If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the representative of the Parent Association will choose a person to chair the meeting.
- 12.5 A Director, notwithstanding that he is not a member, shall be entitled to attend and speak at a meeting.
- 12.6 The Parent Association shall have the sole vote. A resolution in writing signed on behalf of the Parent Association shall be valid and effective as if it had been passed at a General Meeting of the Company duly convened and held.

Members may appoint proxies

13. A member shall be entitled to appoint a proxy but a member may not appoint more than one proxy to attend on the same occasion. A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member to speak at the meeting. A proxy need not be a member of the Company.

Votes of members

14. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

Directors

15. No one may be appointed a Director if he or she would be disqualified from acting under the provisions of article 20.
- 16.1 The number of Directors shall be not less than three and (subject to the terms of article 16.2) shall not be more than ten. Up to six places are reserved for residents in Thenué's area of operation; up to two places are reserved for general Directors; up to two places are reserved for Thenué representatives.
- 16.2 The Parent Association will appoint these persons annually and may withdraw such appointments and replace such Directors all by notice in writing to the registered office of the Company;
- 16.3 Notwithstanding any other provision in the articles, the Parent Association shall be entitled to appoint any number of Directors it may in its sole discretion determine. In addition, the Parent Association shall at any time be entitled to remove from office any and all Directors as it may in its sole discretion determine. Such appointments and removals from office may be made from time to time in writing signed on behalf of the Parent Association and served on the Company and in each case shall take effect upon

the date of lodgement of written notice at the registered office of the Company or such later date as may be specified.

17. The first Directors shall be those persons notified to Companies House as the first Directors of the Company.
18. Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

Powers of Directors

- 19.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.
- 19.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 19.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

Disqualification and removal of Directors

20. A Director shall be disqualified from being a Director or shall cease to hold such office if he or she:
 - 20.1 is prohibited from being a director of a limited company by virtue of any provision in the Companies Acts or prohibited from being a charity trustee by virtue of any provision of the Charities and Trustee Investment (Scotland) Act 2005;
 - 20.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 20.3 resigns as a Director by notice to the Company;
 - 20.4 is absent without the permission of the Directors from three consecutive meetings and the Directors resolve that his or her office be vacated;
 - 20.5 is required to resign from office by written notice signed by a majority of the remaining Directors (excluding the Director in question); or
 - 20.6 becomes an employee of the Company; or
 - 20.7 has been appointed in terms of articles 16.1 and 16.2 and that appointment has been withdrawn; or
 - 20.8 the Parent Association removes him or her from office by written notice to this effect.

Remuneration of Directors

21. The Directors must not be paid any remuneration by the Company.

Proceedings of Directors

- 22.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 22.2 Any Director may call a meeting of the Directors.
- 22.3 The secretary (if any) must call a meeting of the Directors if requested to do so by a Director.
- 22.4 Notice of any meeting of the Directors must indicate its proposed date and time, where it is to take place and if it is anticipated that the 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.
- 22.5 Questions arising at a meeting shall be decided by a majority of votes.
- 22.6 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 22.7 A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.
- 23.1 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants.
- 23.2 The quorum shall be one-third of the total number of Directors, subject always to a Director appointed by the Parent Association in terms of articles 16.1.3 or 16.1.4 being present.
- 23.3 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.
- 24. If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 25.1 The Directors, subject to the written approval of the Parent Association, shall appoint a Director to chair their meetings and such other office bearers, as they consider appropriate, with the written approval of the Parent Association, and may at any time revoke such appointments.
- 25.2 If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- 25.3 The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the articles or delegated to him or her by the Directors.
- 26.1 A resolution in writing or in electronic form agreed by all of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon

the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held.

- 26.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

Delegation

- 27.1 The Directors may delegate any of their powers or functions to an individual Director or a committee of two or more Directors but the terms of any delegation must be recorded in writing.
- 27.2 The Directors may impose conditions when delegating.
- 27.3 The Directors may revoke or alter a delegation.
- 27.4 All acts and proceedings of any delegated individual or any committee must be fully and promptly reported to the Directors.

Declaration of Directors' interests

28. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

Conflicts of interests

- 29.1 If a conflict or potential conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:
- 29.1.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 29.1.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and
- 29.1.3 the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.
- 29.2 Provided that (a) he/she has made such disclosure and (b) the Directors have accepted the same, a Director notwithstanding his/her office:

- 29.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 29.2.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise interested;
- 29.2.3 shall not, by reason of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 29.2.4 shall not be in breach of duty in respect of conflict of interest if he/she receives confidential information from a third party and does not disclose this to the Company or use it for the Company's benefit or sanctions a conflict that might arise as a result of a Director's involvement with another body in the same group as the Company.

Directors Duties

- 30. Each of the Directors shall, in exercising his/her functions as a Director of the Company, act in the interests of the Company; and, in particular, must
 - 30.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with the Objects
 - 30.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person
 - 30.3 seek the consent of the Directors where there is an actual or potential conflict of interest
 - 30.4 in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party
 - 30.4.1 put the interests of the Company before that of the other party, in taking decisions as a Director
 - 30.4.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other Directors with regard to the matter in question
 - 30.5 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005 (including any orders, regulations or other subordinate legislation made under it) or re-enactments for the time being in force.

Execution of formal documents

- 31. Every formal document shall be signed by one Director or the secretary (if any) or one duly authorised signatory signing before one witness or otherwise by two Directors or by one Director and the secretary (if any) or by two duly authorised

signatories or by affixing the seal and countersigning by a Director and the secretary (if any) or by a second Director.

Minutes

- 32. The Directors must keep minutes of all:
 - 32.1 appointments of officers made by the Directors;
 - 32.2 proceedings at meetings of the Company;
 - 32.3 meetings of the Directors and committees of Directors including:
 - 32.3.1 the names of the Directors present at the meeting;
 - 32.3.2 the decisions made at the meetings; and
 - 32.3.3 where appropriate the reasons for the decisions.

Accounts

- 33.1 The Directors must prepare for each financial year accounts as required by the Companies Acts and/or Charities & Trustee Investment (Scotland) Act 2005 and Charities Accounts (Scotland) Regulations 2006. The accounts must be prepared to show a true and fair view and follow any relevant accounting standards and adhere to the recommendations of applicable Statements of Recommended Practice. The Directors shall be entitled to apply any exemption from the requirement to have the accounts audited.
- 33.2 The Directors must keep accounting records as required by the Companies Acts and/or Charities & Trustee Investment (Scotland) Act 2005 and Charities Accounts (Scotland) Regulations 2006.

Means of communication to be used

- 34.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be 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.
- 34.2 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.
- 35. Any notice to be given to or by any person pursuant to the articles:
 - 35.1 must be in writing; or
 - 35.2 must be given in electronic form.
- 36.1 The Company may give any notice to a member either:
 - 36.1.1 personally; or
 - 36.1.2 by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - 36.1.3 by leaving it at the address of the member; or

- 36.1.4 by giving it in electronic form to the member's address.
- 36.2 A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.
37. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 38.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 38.2 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 38.3 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 38.3.1 48 hours after the envelope containing it was posted; or
- 38.3.2 in the case of an electronic form of communication, 48 hours after it was sent.

Indemnity

- 39.1 The Company shall indemnify any Director against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 39.2 In this article a "Director" means any Director or former Director of the Company.

Rules

40. The Directors may from time to time make such reasonable and proper policies, rules or as they may deem necessary or expedient for the proper conduct and management of the Company. No such policy or rule shall be inconsistent with, or such alter or repeal anything contained in the articles.

Dissolution

- 41.1 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company other than the Parent Association, but shall be transferred to the Parent Association (subject to the Parent Association being a charity at that time) or some other charity or charities (whether incorporated or unincorporated) whose objects are altogether or in part similar to the Objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as do these articles.
- 41.2 The charity or charities to which property is transferred under article 41.1 shall be determined by the Parent Association at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

41.3 To the extent that effect cannot be given to the provisions of articles 41.1 and 41.2, the relevant property shall be applied to some other charitable object or objects.

