Company number: SC

THE COMPANIES ACT 2006

Company limited by guarantee
and not having a share capital

ARTICLES of ASSOCIATION

of

The Griffin & Calliachar Community Endowment

Incorporated on

J. & H. Mitchell, W.S.
Pitlochry and Aberfeldy

ARTICLES of ASSOCIATION

of

The Griffin & Calliachar Community Endowment

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THE COMPANIES ACT 2006

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The Griffin & Calliachar Community Endowment

1 NAME AND REGISTERED OFFICE

1.1 The name of the company is "The Griffin & Calliachar Community Endowment" ("the Endowment Fund").

1.2 The Registered Office of the Endowment Fund is situated in Scotland.

2 DEFINITIONS

2.1 The definitions and meanings specified in this Article shall apply throughout these Articles of Association and the two Schedules hereto, as follows:

WORDS	**MEANINGS**
AGM	– the Annual General Meeting.
Articles	– these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	– the Board of Trustees.
Board of Trustees	– the Board of Directors of the Endowment Fund.
Purposes	– as described in Article 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	– the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
charity	– a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
Community Council	- as introduced through the Local Government (Scotland) Act 1973 and every statutory modification and re-enactment thereof for the time being in force.

Community Council area	- Each of the 5 Community Council areas of Aberfeldy, Dull and Weem, Kenmore and District, Mid Atholl, and Dunkeld and Birnam, which Community areas which are shown numbered 12, 13, 15, 16, 32 respectively and outlined in black on the plan annexed at Schedule 3. Declaring that in the case of any variance in the future arising between the boundaries as delineated on the plan and the boundaries of any Community Council, the terms of the plan shall have precedence for the purpose of these Articles.
Companies Act	– the Companies Act 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.
the Local Area	- the Community Councils areas currently known as Aberfeldy, Dull and Weem, Kenmore and District, Mid Atholl, and Dunkeld and Birnam, which Community Council areas are shown numbered 12, 13, 15, 16, 32 respectively and outlined in black on the plan annexed at Schedule 3 ("the Plan").
EGM	– an Extraordinary General Meeting, and any General Meeting which is not an AGM.
Existing Panel	- The SSE Griffin and Calliachar Community Fund panel which is in operation at the time of incorporation of the Endowment Fund and whose purpose is to distribute funds to the Local Area
in writing	– written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory (albeit electronically-based) form.
Members	– all members of the Endowment Fund as described at Article 5.
month	– calendar month.
organisation	– any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
Panel	- As described in Article 5.8
Panel Chair	- The chair of the Panel
Property	– any property, assets or rights, heritable or moveable, wherever situated in the world.
SSE plc	SSE plc, company number SC117119, having its Registered Office at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ Dunkeld Rd, Perth PH1 3AQ.
Subscribers	– those persons who have subscribed to these Articles.
Endowment Fund	– The Griffin & Calliachar Community Endowment

Trustee(s) – Director(s) for the time being of the Endowment Fund.

2.2 These Articles supersede any model Articles contained within the Companies Act or any regulations pertaining thereto.

2.3 Words importing the singular number only shall include the plural number, and *vice versa.*

2.4 Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

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

3 PURPOSES and POWERS

3.1 The Existing Panel has recognised the need to set up the Endowment Fund, the intention being that the Endowment Fund will benefit residents of the Local Area after the Existing Panel ceases to exist, in furtherance of the Purpose as defined at Article 3.2.

3.2 The Purpose of the Endowment Fund ("the Purpose") is to invest, hold and distribute such funds to support charities, clubs, companies and organisations to enable them to implement, or assist in the implementation of, projects that will improve the quality of life for the inhabitants within the Local Area the purposes of which further any Charitable Purpose in terms of Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and any enactment or modification thereof.

3.3 In the case of any variance in the future arising between the boundaries as delineated on the Plan and the boundary of any Community Council, the terms of the Plan shall have precedence for the purpose of these Articles.

3.4 The Endowment Fund shall have powers, but only in furtherance of its Purposes, as expressed in Schedule 1 annexed to these Articles.

4 GENERAL STRUCTURE OF THE ENDOWMENT FUND

The structure of the Endowment Fund comprises:

4.1 **Members** - who have the right to attend the AGM (and any General Meeting) and comprise the Panel and have important powers under these Articles and the Companies Act, particularly in electing people to serve as Trustees and taking decisions in relation to any changes to these Articles; and

4.2 **Trustees** – who comprise the Board and who hold regular meetings between each AGM, set the strategy and policy of the Endowment Fund, generally control and supervise the activities of the Endowment Fund and, in particular, are responsible for managing and monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Endowment Fund.

5 MEMBERSHIP

5.1 **Members**

5.1.1 The first Members of the Endowment Fund shall consist of the Subscribers and all other community panel members of the Existing Panel at the time of incorporation.

5.1.2 Thereafter, for so long as the Existing Panel is in existence, the Members shall be the Existing Panel Members, on the basis that a person shall automatically become a Member of the Endowment Fund on becoming an Existing Panel Member and shall automatically cease to be a Member of the Endowment Fund on ceasing to be an Existing Panel Member for whatever reason.

5.1.3 Should the Existing Panel cease to exist then, membership, for all time coming, shall be determined in accordance with Article 5.5.

5.2 Without prejudice to Article 4.1 the Members' function will include attending and participating in Panel Meetings as set out at Article 5.9 and each Member will automatically be a member of the Panel by virtue of being a Member of the Endowment Fund.

5.3 Employees of the Endowment Fund shall not be eligible for Membership. A person who becomes an employee of the Endowment Fund after admission to Membership shall automatically cease to be a Member.

5.4 **Register of Members**

5.4.1 The Board shall maintain a Register of Members, setting out all relevant details of each member.

5.4.2 The Register of Members is open to all members of the Endowment Fund.

5.4.3 The Register of Members is open to non-members of the Endowment Fund, provided that the applicant provides:

(a) the applicant's name and address;

(b) the purpose for which the information is to be used; and

(c) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person.

The Endowment Fund must within 5 working days either supply the information, subject to the data protection rights of its members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Endowment Fund may charge a fee for providing the information.

5.5 **Procedure for New Membership when Existing Panel Ceases to Exist**

5.5.1 Membership shall consist of three (3) individuals from each Community Council area appointed in accordance with this Article, at least one of whom must be a Community Council Councillor from that Community Council area.

5.5.2 In the event of the retiral (or deemed retiral for any reason) of any Member in terms of Article 5.6, and where the Community Council in which such Member had their principal private residence is in existence at such time:

5.5.2.1 the Board shall invite such Community Council to nominate an individual, who must have their principal private residence in that Community Council area, to become a Member, always ensuring that the relevant Community Council continues to have at least one member of the Endowment Fund who is a Community Council Councillor in that Community Council area;

5.5.2.2 The individual must confirm their willingness to be a Member;

5.5.2.3 Such nomination will be deemed to be accepted on the date of the next meeting of the Trustees and the nominee's name added to the Register of Members unless the Board specifically refuses such application in which case the Board will inform the nominee and all Members as soon as practicable.

5.5.3 In the event of the retiral (or deemed retiral for any reason) of any Member in terms of Article 5.6, and where the Community Council in which such Member had their principal private residence is no longer in existence, the Board:

5.5.3.1 will invite applications from individuals who have their principal private residence in the Community Council area within which the retired Member had their principal private residence;
5.5.3.2 shall consider such applications for membership promptly and, at its sole discretion, appoint one new Member and inform the unsuccessful candidates accordingly.

5.5.4 Where the Board refuses to admit any applicant to membership in terms of Article 5.5.2.3, such refused applicant ("the appellant") may appeal to an EGM of the Members called in accordance with Article 6.3 and called for such purpose. The decision of the Board will be ratified if supported by at least 75% of Members present at such meeting otherwise the appellant will be admitted as a Member with immediate effect.

5.6 **Cessation of Membership**

Any Member may no longer serve as such in any one or more of the following events:

5.6.1 if by not less than 7 days' prior notice in writing to the Endowment Fund they resign their Membership; or

5.6.2 they no longer have their principal private residence within the relevant Community Council area from which they were appointed in terms of Article 5.5; or

5.6.3 they become insolvent or apparently insolvent or makes any arrangement or composition with their creditors generally; or

5.6.4 if the Endowment Fund is a charity and they become prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or

5.6.5 if a resolution that a Member be expelled is passed by at least 75% of the Members present at an EGM of the Members called in accordance with Article 6.3 and called for such purpose, providing that (a) notice of the EGM shall include the intention to propose the resolution and must be given to all Members including the Member whose removal is in question, specifying the grounds for the proposed expulsion; and (b) the Member concerned shall be entitled to be heard on the resolution at the EGM at which the resolution is proposed; or

5.6.7 if they die.

5.7 Membership is neither transferable nor assignable to any other individual or organisation.

5.8 THE PANEL

5.8.1 The Panel will be formed at the earlier of the Trustees resolving to make a disbursement of funds in furtherance of the Purpose, subject to Article 7.1(b), or when the Existing Panel ceases to exist.

5.8.2 Members of the Endowment Fund, excluding the Trustees co-opted pursuant to Clause 8.4, are members of the Panel.

5.8.3 The Panel's main function will be to consider grant applications made to the Endowment Fund and make recommendations to the Board in respect to such applications, and undertake such other functions as determined by the Board from time to time.

5.8.4 The Panel will define and manage appropriate processes for:-

(a) determining and ranking priorities in the Local Area;
(b) eliciting project proposals and grant applications; and
(c) the objective and transparent distribution of funds to achieve the charitable purposes pursuant to Clause 3.2.

5.8.5 The Board shall follow the recommendations of the Panel in relation to applications save where such recommendations would, in the Board's reasonable opinion:-

(a) be in contravention to these Articles; and/or
(b) be harmful to the Endowment Fund or considered to bring the reputation of the Endowment Fund into disrepute; and/or
(c) be illegal.

5.8.6 Panel Meetings may be held either physically, using a digital platform or by a combination of a physical or digital platform. The Chair should ensure that all members are able to participate in the Panel Meeting, communicate with each other and vote. The quorum for a Panel Meeting shall be 60% of the Members, with at least one member from each Community Council area being represented.

5.8.7 Subject to the Panel having been formed as set out at Article 5.8.1, the Panel shall meet as soon as practicable immediately after each AGM of the Endowment Fund (where relevant in terms of 5.8.7(b)) to appoint a Panel Chair from the Panel who shall act as the person chairing each Panel Meeting and to which the following shall apply:-

(a) The Panel Chair cannot be the same person as the Chair of the Endowment Fund;

(b) The Panel Chair shall hold office for a period of 2 years, unless as otherwise resolved by the Panel;

(c) In so far as possible, each Panel Chair appointed must have their principal private residence in a different Community Council area from the outgoing Panel Chair, so that the position of Panel Chair will rotate with reference to each of the Community Council area, the sequence of rotation shall be in alphabetical order of the Community Council areas.

(d) In the event that it not possible for the office of Panel Chair to rotate in terms of Article 5.8.7 (c), such as in the case that relevant Panel members are unable or unwilling to act as the Panel Chair, or where the office of Panel Chair is vacated early for whatever cause, then the Panel shall appoint the Panel Chair from its own number to serve until the next AGM.

5.8.8 The Panel will conform to any remit and regulations imposed on it by the Board acting reasonably, from time to time.

5.8.9 Unless as otherwise here provided at this Article 5.8 the meetings and proceedings of the Panel shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable (and, without prejudice to that generality including Articles 12.4.5 and 12.6, and the terms of Article 11 shall apply equally to each member of the Panel as it would to each Trustee) but may be amended or superseded by any specific regulations made by the Panel, as approved by the Board.

6 GENERAL MEETINGS

6.1 Convening an AGM

6.1.1 The Board must convene one General Meeting as an Annual General Meeting in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that, if it is to be held, it be held within 18 months after the date of incorporation of the Endowment Fund.

6.1.2 Thereafter, not more than 15 months shall elapse between the holding of one AGM and the next.

6.1.3 The AGM may be held either physically, using a digital platform or by a combination of a physical or digital platform. The Chair should ensure that all members are able to participate in the AGM, communicate with each other and vote.

6.2 AGM Agenda

The business of each AGM shall include:

6.2.1 the report by the Chair on the activities of the Endowment Fund;
6.2.2 the retiral of Trustees (where relevant)
6.2.3 election of Trustees (where relevant);
6.2.4 the election of the Chair of the Endowment Fund;
6.2.5 the report of the Endowment Fund's financial adviser/investment manager;
6.2.6 review of the Endowment Fund's investment strategy;
6.2.7 the appointment of the Endowment Fund's financial adviser/investment manager;
6.2.8 the report of the independent financial examiner;
6.2.9 receiving the annual accounts of the Endowment Fund; and
6.2.10 the appointment of the independent financial examiner.

6.3 Convening an Extraordinary General Meeting (EGM)

6.3.1 The Board or any three or more Trustees may convene an EGM whenever they think fit.

6.3.2 The Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must:
(a) be signed by not less than 5% of the members;
(b) clearly state the objects of the meeting; and
(c) be deposited with the Endowment Fund.
Such requisition may consist of several documents in like form each signed by one or more requisitionists.

6.3.3 Any such meeting convened in terms of this Article shall not be an AGM.

6.4 **Notice of General Meetings**

6.4.1 14 clear days' notice at the least shall be given of every AGM and EGM.

6.4.2 The notice shall specify the location and digital method of joining the meeting, the day and the hour of meeting and, in the case of special business, the specific nature of that business.

6.4.3 The notice shall be sent, in the manner specified in Article 16, to all members and to such persons or organisations as are under these Articles or under the Companies Act entitled to receive such notices.

6.4.4 With the consent of not less than 90% of the members having the right to attend and vote thereat, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.

6.4.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any AGM or EGM.

6.5 **Chair of General Meetings**

The Chair of the Endowment Fund shall act as the person chairing each General Meeting. If the Chair is not present and willing to act as the person chairing the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Members present shall elect from the Trustees present the Trustee who will act as the person chairing that meeting.

6.6 **Quorum at General Meetings**

6.6.1 The quorum for a General Meeting shall be 60% of the Members, present in person or by proxy in terms of Article 6.8, to include at least one member from each Community Council area. No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting in terms of Article 6.5, unless a quorum is present.

6.6.2 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the person chairing the meeting.

6.7 **Voting at General Meetings – General Provisions**

6.7.1 The person chairing the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

6.7.2 Each Member is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy in terms of Article 6.8.

6.7.3 Where a Trustee is not a Member, they may attend and speak at any General Meeting, but may not vote thereat.

6.7.4 The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.

6.7.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.

6.8 **Voting at General Meetings – Proxy Voting**

Whilst personal attendance at a General Meeting is encouraged, a member shall be entitled to complete one form of proxy in order to appoint a proxy to attend a General Meeting on their behalf, in respect of which the following apply:

6.8.1 a proxy need not be a Member;

6.8.2 a proxy appointed to attend and vote at any meeting instead of a Member shall have the same right as the appointing member to speak at the meeting and to vote thereat;

6.8.3 the form appointing the Proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms (to be varied as required to fit the circumstances) of the form shown in the Schedule 2 annexed to these Articles;

6.8.4 the form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged with the Endowment Fund not less than 48 hours before the time of the start of the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid;

6.8.5 no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the granter in writing to the Endowment Fund;

6.8.6 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received by the Endowment Fund before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld);

6.8.7 appointment of a proxy may be revoked by the granter by written notice received by the Endowment Fund not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and

6.8.8 any reference in these Articles to voting being "in person" shall include voting by proxy.

6.10 **Voting at General Meetings – Special Resolutions**

6.10.1 At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:

(a) to alter the name of the Endowment Fund; or

(b) to amend the Purposes; or

(c) to amend these Articles; or

(d) to wind up the Endowment Fund in terms of Article 20; or

(e) to amend the maximum number of Trustees in terms of Article 7.4; or

(f) to purchase or sell any heritable property owned by the Endowment Fund or any of its subsidiaries and to purchase any heritable property wherever situated; or

(g) to form, acquire or dispose of any subsidiary; or

(h) to acquire or dispose, whether by the Endowment Fund or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Endowment Fund or by any of its subsidiaries in any formal trust or joint venture; or

(i) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Endowment Fund or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or

(j) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Endowment Fund; or

(k) all other Special Resolutions.

6.10.2 An ordinary resolution to be proposed at a General Meeting may be amended if:

(a) written notice of the proposed amendment is received by the Endowment Fund from a Member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting; and

(b) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.

6.10.3 A Special Resolution to be proposed at a General Meeting may be amended if:

(a) the person chairing the meeting proposes the amendment at the General Meeting at which the Special Resolution is to be proposed; and

(b) the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.

6.10.4 If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

6.11 **Voting – Written Resolutions**

6.11.1 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.

6.11.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the members shall be as valid and effective as if the same had been passed at a General Meeting of the Endowment Fund duly convened and held, provided that the terms of this Article are followed.

6.11.3 A Special Resolution in writing signed by or on behalf of not less than 75% of all the members shall be as valid and effective as if the same had been passed at a General Meeting of the Endowment Fund duly convened and held, provided that the terms of this Article are followed.

6.11.4 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of their term of office, or for the removal of an independent financial examiner prior to the expiration of their term of office or for the removal of a Member which is dealt with at Article 5.6.5.

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

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

(a) an explanation to the eligible members how to signify their agreement to the resolution;

(b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail);

(c) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and

(d) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).

6.11.7 Where such a written resolution is proposed by members, the following shall apply:

(a) the resolution must be requested by not less than 5% of the members ("the members' request");

(b) the members' request may be made in hard copy (by hand or by post) or in electronic form (by fax or by e-mail);

(c) the members' request must identify the resolution to be put to members. The Board can reject this if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise);

(d) the members' request can include an accompanying statement (not exceeding 1,000 words) which they can require the Endowment Fund to issue with the written resolution to all members;

(e) within 21 days, the Endowment Fund must circulate the resolution and any accompanying statement with the express statements referred to in sub-clause (f) hereof; and

(f) the Endowment Fund may charge a reasonable fee to the requesting members to cover its costs of circulation of the members' request.

6.11.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more members.

6.11.9 Once a member has signed and returned a written resolution in agreement thereto, their agreement is irrevocable.

7 THE BOARD OF TRUSTEES

7.1(a) The strategy and affairs of the Endowment Fund shall be directed and managed by a Board of Trustees elected in terms of Article 8. The Board may exercise all such powers of the Endowment Fund, and do on behalf of the Endowment Fund all acts as may be exercised and done by the Endowment Fund, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.

(b) The Board of Trustees shall not distribute any grants in furtherance of the Purposes without the prior recommendation or agreement of the Panel.

7.2 **Limitation**

The Members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution, nor shall it require them to act or refrain from acting in a manner which would be incompatible with their duties under the Companies Act.

7.3 **Delegation**

7.3.1 The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

7.3.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 7.3.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.

7.3.3 In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable (and, without prejudice to that generality including Articles 12.4.5 and 12.6) and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.

7.3.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.4 **Number of Trustees**

7.4.1 The number of Trustees shall be not fewer than three and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than seven.

7.4.2 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

8 TRUSTEES

8.1 **Interim Board**

8.1.1 The five Subscribers, who are members of the Existing Panel and who each have their principal private residence in a separate Community Council area from each other, shall form the Interim Board of Trustees, together with up to two individual persons whom the Interim Board choose to co-opt as Co-opted Trustees in terms of Article 8.4.

8.1.2 The Interim Board shall remain in office until the second AGM of the Endowment Fund, at which time each Trustee on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the second AGM counting as a term of office).

8.2 **Composition of Board**

From and after the second AGM of the Endowment Fund, the Board shall comprise:

8.2.1 up to five individual persons elected as Trustees by the Members in terms of Article 8.3, who must each have their principal private residence in a separate Community Council area ("the Elected Trustees");

8.2.2 up to two individual persons co-opted as Trustees in terms of Article 8.4, who are not required to have their principal private residence in any of the Community Council areas ("the Co-opted Trustees").

8.3 **Elected Trustees**

8.3.1 At the second AGM of the Endowment Fund, the Members shall elect up to five Elected Trustees.

8.3.2 At the third and each subsequent AGM, one-fifth of the Elected Trustees (or the nearest number upwards) shall retire from office. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting. A retiring Trustee shall be eligible for re-election after one term of office, but no Trustee can serve more than two consecutive terms of office, without at least one year out of office before being eligible again.

8.3.3 If no other Trustee has or Trustees have decided or agreed to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

8.3.4 Nomination of any Elected Trustee shall be in writing by not less than any two Members. The nominee, who must be a Member, shall confirm their willingness to act as an Elected Trustee if elected, and if required shall provide a statement to explain the nominee's suitability. All nominations to be valid must be delivered to the Registered Office (or to such other address for the Endowment Fund as specified in the nomination form) not less than seven days prior to the date of the AGM in question.

8.3.5 At all times each Elected Trustee must have their principal private residence in a separate Community Council area, so that each Community Council area is equally represented on the Board, in so far as possible.

8.3.6 Election of any Elected Trustee shall be by vote of the Members, each Member having one vote for each vacancy in the Elected Trustees on the Board.

8.4 **Co-opted Trustees**

Up to two individuals may be co-opted from time to time by the Board of Trustees itself, with the approval of the Members by ordinary resolution, as follows:

8.4.1 Subject to Article 8.4.3, a Co-opted Trustee shall serve until the next AGM after their co-option.

8.4.2 A Co-opted Trustee can be re-co-opted by the Board immediately after such next AGM.

8.4.3 A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.

8.4.4 For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he attends but is not a Member.

8.6 **Casual Vacancies**

The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Trustee, from or after the date of such retiral or deemed retiral until the next AGM, from the Membership.

8.7 **Retiral and Deemed Retiral of Trustees**

Any Trustee must cease to be a Trustee if they:

8.7.1 is prohibited from being a Member; or

8.7.2 if the Endowment Fund is a charity, is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or

8.7.3 holds any office of profit or is employed by the Endowment Fund (except where the provisions of Article 10.4 shall apply); or

8.7.4 has a significant conflict of interest which the Board considers has and is likely to continue to undermine their ability to act impartially as a Trustee; or

8.7.5 becomes incapable for medical reasons of fulfilling the duties of their office and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or

8.7.5 is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him from office; or

8.7.8 is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act, (if the Endowment Fund is a charity) and/or the terms of these Articles, such Trustee being entitled to be heard prior to the Board taking a decision; or

8.7.9 being a Co-opted Trustee, are removed from office by the Trustees in accordance with Article 8.4; or

8.7.10 resigns as a Trustee by notice in writing to the Endowment Fund; or

8.7.11 dies.

8.8 **Conduct of Trustees**

8.8.1 Each Trustee is obliged to act in accordance with the general duties listed in sections 171 - 177 of the Companies Act

8.8.2 The general duties listed in sections 171 - 177 of the Companies act to which each Trustee must adhere as a company director are (in brief terms):

(a) to act in accordance with the Articles and only exercise powers for the Purposes;

(b) to act in a way, in good faith, which would be most likely to promote the success of the Endowment Fund;

(c) to exercise independent judgement;

(d) to exercise reasonable care, skill and diligence, which may reasonably be expected of a person carrying out the functions of a company director;

(e) to avoid conflicts of interest;

(f) not to accept benefits from third parties conferred by reason of being a Trustee or doing (or not doing) anything as a Trustee; and

(g) if directly or indirectly interested in a proposed transaction or arrangement with the Endowment Fund, to declare to the other Trustees the nature and extent of that interest.

8.8.3 The provisions of Articles 10 and 11 are also pertinent to the provisions within this Article, and each Trustee must comply with these.

8.8.4 Each Trustee must additionally comply with any Code of Conduct, Board Charter, or Board Policy for Trustees as introduced and prescribed by the Board from time to time.

8.8.5 Additionally, each Trustee must be mindful of the requirement to preserve confidentiality where appropriate or requested in relation to the Endowment Fund or its business and in order to act always in the interest of the Endowment Fund.

8.8.6 If the Chair considers that any Trustee ("the affected Trustee"), has committed a material breach of any of Articles 8, 10 or 11, they , acting in conjunction with the longest-serving non-affected Trustee, may impose a warning upon the affected Trustee requiring that there be no repetition of any breach within a suitable period (usually being of twelve months after the original breach), failing which the Board may invoke the terms of Article 8.7.8 or, if they consider the breach to be serious or persistent, they may request the Board to invoke the terms of Article 8.7.8 straight away.

8.8.7 If the affected Trustee considers that any warning imposed against them under Article 8.8.6 is unreasonable, they may request that the matter be considered by the Board at a meeting when they are entitled to be heard.

9 CHAIR

9.1 The Members shall at each AGM, following the election of the Trustees, elect a Chair of the Endowment Fund from the new Board (who cannot be a Co-opted Trustee) to serve until the close of the next AGM.

9.2 The Chair cannot be the same person as the Panel Chair at any time.

9.3 Where the office of Chair is vacated for whatever cause, the Board may appoint an Interim Chair, from its own number, to serve until the next AGM

10 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

10.1 The income and property of the Endowment Fund shall be applied solely towards promoting the Purposes.

10.2 No part of the income or property of the Endowment Fund shall be paid or transferred (directly or indirectly) to the members or Trustees of the Endowment Fund, whether by way of dividend, bonus or otherwise, except where such members or Trustees are in receipt of income or property of the Endowment Fund as a beneficiary of the Endowment Fund in terms of the Purposes.

10.3 No Trustee shall be appointed as a paid employee of the Endowment Fund.

10.4 No benefit (whether in money or in kind) shall be given by the Endowment Fund to any member or Trustee except the possibility of:

10.4.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or

10.4.2 payment to one or more Trustees by way of any indemnity where appropriate.

11 CONFLICTS OF INTERESTS

11.1 Any Trustee and/or employee who has a personal interest (as defined in Article 11.2) in any prospective or actual contract or other arrangement with the Endowment Fund must declare that interest either generally to the Board or specifically at any relevant meeting of the Endowment Fund. Where such an interest arises, the provisions within Article 11.3 shall apply.

11.2 A personal interest includes the following interests:

- 11.2.1 those of the Trustee or employee in question;
- 11.2.2 those of their partner or close relative;
- 11.2.3 those of any business associate;
- 11.2.4 those of any firm of which they are a partner or employee;
- 11.2.5 those of any limited company of which they are a director, employee or shareholder of more than 5% of the equity; and
- 11.2.6 those of any person or organisation responsible for their appointment as a Trustee.

11.3.1 Whenever a Trustee finds that there is a personal interest, as defined in Article 11.2, they have a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot partake in discussions or decisions relating to such matter.

11.3.2 It shall be for the person chairing the meeting in question (or if it be the person chairing the meeting who is potentially or actually conflicted, it shall be for the other Trustees present) to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting. In terms of Article 12.1, where a Trustee leaves, or is required to leave, the meeting in question, they no longer form part of the quorum thereat. The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Endowment Fund have not been nor are likely to be prejudiced as a result. The Trustee in question cannot participate in such part of any Board meeting giving consideration to this authorisation.

11.3.4 The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 11.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

11.3.5 If existing, the Register of Interests shall be open for inspection by both the Board and Members and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

12 BOARD MEETINGS

12.1 Quorum

- 12.1.1 The quorum for Board meetings shall be not less than 50% of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.
- 12.1.2 A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, they are not entitled to vote.

12.2 Convening Board Meetings

- 12.2.1 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
- 12.2.2 Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Article 6.10), which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
- 12.2.3 A Trustee may and, on the request of a Trustee, the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.

12.3 Chair of Board Meeting

The Chair shall be entitled to preside as the person chairing all Board meetings at which they are present. If at any meeting the Chair is not present and willing to act as the person chairing the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be the person chairing the Board meeting, which failing the meeting shall be adjourned until a time when the Chair will be available.

12.4 **Voting at Board Meetings**

12.4.1 The person chairing the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.

12.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.

12.4.3 The decisions requiring a Special Resolution (listed in Article 6.10) cannot be taken by the Trustees alone, but must be taken by the Members in General Meeting in terms of Article 6.10 and only thereafter acted upon by the Board as directed by the Members.

12.4.4 In the event of an equal number of votes for and against any resolution at a Board meeting, the person chairing the meeting shall have a casting vote as well as a deliberative vote.

12.4.5 A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

12.5 **Observers**

The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

12.6 **Minutes**

The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.

12.7 **Validation**

12.7.1 All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

12.7.2 No alteration of these Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

12.8 **Ancillary Regulations**

The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, members, employees, stakeholders and/or others.

13 COMPANY SECRETARY, MINUTE SECRETARY, TREASURER & PRINCIPAL OFFICER

13.1 **Company Secretary**
The Board may appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.2 **Minute Secretary**
The Board may appoint a Minute Secretary, for the purposes of Article 12.6, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.

13.3 **Treasurer**

(a) The Board may appoint a Treasurer for such term and upon such conditions as it may think fit.

(b) If the Treasurer is unpaid, they may also be a Trustee, and if so they would have a vote as a Trustee at any Board meeting which they attend.

(c) If the Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, they cannot also be a Trustee.

(d) If the Treasurer is not a Trustee, they may be required by the Board to attend (but shall have no vote at) Board meetings during their tenure as Treasurer, except any part or parts thereof dealing with their employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.

(e) The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.4 **Principal Officer**
The Board may appoint a Principal Officer of the Endowment Fund on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but who shall not be a Trustee and, for the avoidance of doubt, will have no vote thereat.

14 HONORARY PATRON(S)

The members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Endowment Fund, to be appointed either for such fixed period (usually of five years) as those Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

15 FINANCES AND ACCOUNTS

15.1 **Bank Accounts**
The banking account or accounts of the Endowment Fund shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

15.2 **Cheques etc.**
All cheques and other negotiable instruments, and all receipts for monies paid to the Endowment Fund, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

15.3 The Board shall ensure that all funds and assets of the Endowment Fund are applied towards achieving the Purposes.

15.4. **Accounting Records**
The Board shall cause accounting records to be kept in accordance with the requirements of the Companies Act and other relevant regulations.

15.5 The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Endowment Fund or any of them shall be open to the inspection of the members of the Endowment Fund.

15.6 **Independent Financial Examiner**
Once at least in every year, or as otherwise provided for by the Companies Act, the accounts of the Endowment Fund shall be examined by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.

15.7 **Accounts**
At or before each AGM, or otherwise after the Accounts have been approved by the Board, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date (or in the case of the first account since the incorporation of the Endowment Fund). The accounts shall be accompanied by proper reports of the Board and the independent financial examiner. As an alternative, the Accounts may be available for inspection on the website of the Endowment Fund (with all members, Trustees, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

16 NOTICES

16.1. A notice may be served by the Endowment Fund upon any Member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at their address as appearing in the Register of Members.

16.2 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.

16.3 A Member present at any meeting of the Endowment Fund shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

16.4 The business of the Endowment Fund and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Endowment Fund where the Endowment Fund has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

17 INDEMNITY

Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Endowment Fund shall be indemnified out of the funds of the Endowment Fund against any loss or liability (including the costs of defending successfully any court proceedings) which they may respectively incur or sustain, in connection with or on behalf of the Endowment Fund and each of them shall be chargeable only for so much money as they may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for their own acts, receipts, neglects or defaults only.

18 ALTERATION TO ARTICLES OF ASSOCIATION

Subject to the terms of Article 6.10, no alteration in these Articles may at any time be made unless by the decision of not less than 75% of the members present (in person or by proxy) and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

19 LIMIT OF LIABILITY

19.1 The liability of the members is limited.

19.2 Every member of the Endowment Fund undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Endowment Fund if it should be wound up whilst they are a member or within one year after they cease to be a member (for whatever reason), for payment of its debts and liabilities contracted before they cease to be a member, and of the costs, charges and expenses of winding up.

20 DISSOLUTION

20.1 The winding-up of the Endowment Fund may take place only on the decision of not less than 75% of its Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

20.2 If, on the winding-up of the Endowment Fund, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Purposes.

20.3 The charity or charities to which the property is to be transferred in terms of Article 20.2 shall be determined on the decision of not less than 75% of the members of the Endowment Fund who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 75% of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by the Sheriff of Tayside, Central and Fife at Perth (or any successor thereto), whose decision shall be final and binding upon the Endowment Fund.

20.4 If the Endowment Fund is a charity at the time that its winding-up is decided upon in terms of this Article, the prior consent of the Office of the Scottish Charity Regulator (or any successor thereto) must be obtained in terms of Section 16 of the Charities Act.

Annexation

Schedule 1 Powers

Schedule 2 Form of Proxy

Schedule 3 Plan

Schedule 1

Powers available to the Endowment Fund
Further to Article 3.2, the Endowment Fund shall have the following powers (but only in furtherance of the Purposes) and declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal, namely:

1. To establish and administer an **Endowment Fund or funds**;

2. **Property.** To lease or hire property required for the ongoing management of the Endowment Fund.

3 **To employ, contract with, train and pay such staff** (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the Endowment Fund.

4 **Funding and Financial**

4.1 to employ as a professional investment manager any person who is entitled to carry on investment business either directly under the supervision of the Financial Conduct Authority (or its successors), or via a party which itself uses professional investment managers who are ultimately under the supervision of the Financial Conduct Authority (or its successors), and to delegate to any such manager or party the exercise of all or any of its powers of investment on such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Endowment Fund in nominee names, but subject always to the provisions of the Charities Act, if relevant;

4.2 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Endowment Fund;

4.3 to accept or decline subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;

4.4 to set aside funds not immediately required as a reserve or for specific purposes;

4.5 to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Endowment Fund in such investments as may be considered appropriate and to dispose of, and vary, such investments;

4.6 to make grants or loans of money.

5 **Development**

5.1 to support any other charity, and to make donations for any charitable purposes falling within the Purpose; and

5.2 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Endowment Fund and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity.

6 **Insurance and Protection**

6.1 to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees); and

6.2 to oppose, or object to, any application or proceedings which may prejudice the interests of the Endowment Fund.

7 **Ancillary**

7.1 to pay the costs of forming the Endowment Fund and its subsequent development; and

7.2 to do anything which may be incidental or conducive to the Purposes so long as these are charitable.

Schedule 2

Form of Proxy
Further to Article 6.8.3, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

The Griffin & Calliachar Community Endowment
("the Endowment Fund")

I ....,
of..,
being a member of the Endowment Fund hereby appoint the person chairing the General Meeting/or*.........:.............................,
of ....,
as my proxy to vote for me on my behalf at the General Meeting of the Endowment Fund to be held on............................. and at any adjournment thereof.

This form to be used in favour of/against the resolution(s)*

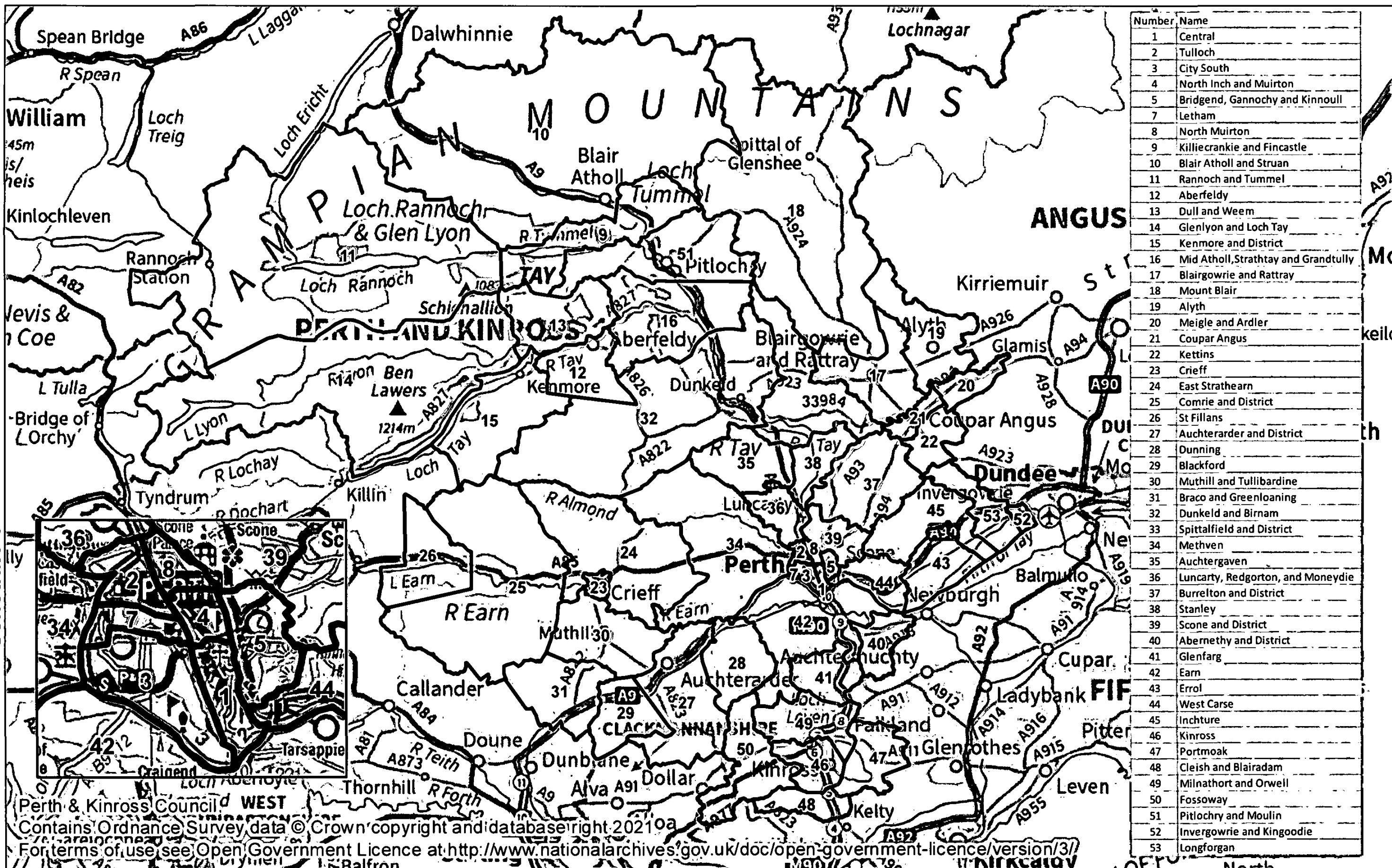
** to be deleted if not required, or amended if it is required*

Signature of member appointing proxy...

dated...................................

To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above

Schedule 3



Number	Name
1	Central
2	Tulloch
3	City South
4	North Inch and Muirton
5	Bridgend, Gannochy and Kinnoull
7	Letham
8	North Muirton
9	Killiecrankie and Fincastle
10	Blair Atholl and Struan
11	Rannoch and Tummel
12	Aberfeldy
13	Dull and Weem
14	Glenlyon and Loch Tay
15	Kenmore and District
16	Mid Atholl,Strathtay and Grandtully
17	Blairgowrie and Rattray
18	Mount Blair
19	Alyth
20	Meigle and Ardler
21	Coupar Angus
22	Kettins
23	Crieff
24	East Strathearn
25	Comrie and District
26	St Fillans
27	Auchterarder and District
28	Dunning
29	Blackford
30	Muthill and Tullibardine
31	Braco and Greenloaning
32	Dunkeld and Birnam
33	Spittalfield and District
34	Methven
35	Auchtergaven
36	Luncarty, Redgorton, and Moneydie
37	Burrelton and District
38	Stanley
39	Scone and District
40	Abernethy and District
41	Glenfarg
42	Earn
43	Errol
44	West Carse
45	Inchture
46	Kinross
47	Portmoak
48	Cleish and Blairadam
49	Milnathort and Orwell
50	Fossoway
51	Pitlochry and Moulin
52	Invergowrie and Kingoodie
53	Longforgan

Community Council boundaries

Provided by Perth & Kinross Council on 18/06/2021

Scale:
1:550,000