

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION of**  
**BONNYRIGG AFTER SCHOOL CLUB**

1. The name of the Company (*hereinafter called "the Company"*) is Bonnyrigg After School Club
2. The Registered Office of the Company will be situate in Scotland
3. The objects for which the Company is established are:-
  - 3.1. To promote the care and education of children in the Bonnyrigg area and surrounding district who are in need of care during out of school hours and school holidays and to provide, or assist in the provision of facilities in the interests of social welfare for recreation and leisure-time occupation with the object of improving their conditions of life and in furtherance thereof but not otherwise;
  - 3.2. To advance the education and training of persons providing such care, and education and recreational activities;
  4. For the purposes of furthering the attainment of all or any of the above mentioned objects, the Company shall have, and may exercise all or any of, the following powers:-
    - 4.1. To engage, train, retrain or employ such persons as it may be expedient to engage, train, retrain or employ in connection with the objects of the Company and to pay reasonable and proper fees for their services. To employ skilled professional or technical advisers or workers for the carrying out foregoing objects and to remunerate them as may be expedient.
    - 4.2. To purchase, take on lease or exchange, hire or otherwise acquire any heritable or moveable property and any rights or privileges which the Company may think necessary for promotion of its objects and to construct, repair, renovate, decorate, maintain and/or alter any building or erection necessary for use in connection with the Company's work.
    - 4.3. To provide a safe and stimulating environment for children of primary school age where there will be opportunities to develop emotionally and take part in activities relevant to their interests at times to meet their parent's needs when schools are closed.
    - 4.4. To provide a service for parents who want to return to work or education.
    - 4.5. To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company, to apply to the Government, public bodies, local authorities, and other councils, corporations, companies or persons for and to receive grants of money, and to solicit and accept subscriptions and donations (whether of heritable or moveable property) and legacies and bequests and endowments for any of the purposes of the Company and to manage and administer the same as part of the capital and assets of the Company.

4.6 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.

4.7. To undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to any of the objects of the Company.

4.8 To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit, and for the purpose of promoting the primary objects of the Company to co-operate with manufacturers, industrialists dealers and other traders and organisations and with the press and other sources of publicity.

4.9 To invest the moneys of the Company not immediately required for its purpose in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may from the time being be imposed or required by law and subject also as hereinafter provided.

4.10. To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the principal objects of the Company.

4.11. To do all such other things as are incidental or conducive to the attainment of the principal objects of the Company or of any of them.

Provided that:-

4.11.1. In case the Company shall take or hold property which may be subject to any trust, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trust.

4.11.2. The objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers and the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members any regulation, restriction or condition which if an object of the Company, would make it a Trade Union.

4.11.3. In case the Company shall take or hold any property subject to the jurisdiction of any competent charitable authority the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been as such Council of Management or Governing Body if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Court of Session or any court of competent jurisdiction or other authority having jurisdiction in the matter but the Council of Management or Governing Body shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

5. The income and property of the Company, whencesoever's derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise, howsoever, by way of profit to the members of the company and no member of its Council of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or moneys' worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:-

5.1. Of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a member of its Council of Management or Governing Body) for any services rendered to the Company;

5.2. To any member of its Council of Management or Governing Body of out of pocket expenses;

5.3. Of reasonable and proper rent for premises let by any Member of the Company or of its Council of Management or Governing Body;

5.4. Of fees, remuneration or other benefit in money or moneys' worth to a company of which a member of the Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of that company.

6. The liability of the members is limited.

7. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member, or within one year after he ceased to be a Member for payment of the debts and liabilities of the Company contracted before he ceased to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ONE POUND(E1)

8. If after the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable objects.

**THE COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
of BONNYRIGG AFTER SCHOOL CLUB**

**General**

1. In these presents the words standing in the first column of the table next hereinafter shall bear the opposite them to them respectively in the second column thereof, if not inconsistent with the subject or context.

<b><u>WORDS</u></b>	<b><u>MEANINGS</u></b>
The Act	The Companies Act 1985
The 1989 Act	The Companies Act 1989
These presents	These Articles of Association and the company from time to time in force.
The Company	The above named company.
The Council	The Council of Management for the time being of the company
The Office	The registered office of the company.
In Writing	Written, typewritten, printed lithographed, or party one and partly another, and other modes of representing or reproducing word in a visible form.

Words importing the singular number only shall include the plural number and vice versa;

Words importing the masculine gender only shall include the feminine gender; and Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The Company is established for the purposes expressed in the Memorandum of Association.

3.1 The subscribers to the Memorandum of Association and such other persons as the Council shall admit to Membership shall be Members of the Company.

3.2 The Membership subscription shall be fixed at the Annual General Meeting.

Any person who desires to be admitted to Membership of the Company must sign and deliver to the Company an application for admission, framed in such terms as the Council may require and shall be admitted to Membership on application unless the Chairman or Acting Chairman shall within six weeks of such person applying for Membership decide that in his view the admission of the applicant to Membership would be prejudicial to the interests of the Company, which decision shall be reported to the next following meeting of

the Council for ratification or otherwise. The Council shall have full discretion as to the admission or non-admission of any person to Membership and shall not be bound to assign any reason for non admission of person to such membership. All Members must signify their agreement with the objects and aims of the Company. Membership shall be open to every parent of a child or a young person aged 4-14 currently attending primary school or high school in the Midlothian area.

4. A Member shall cease to be a Member of the Company in any of the following Circumstances:-

5.1. If by notice in writing lodged at the Office he resigns from Membership, or

5.2. If he is removed from Membership by a resolution of the Council passed by a majority of three-fourths of the votes cast upon such resolution at a meeting specially convened to consider such resolution.

#### **GENERAL MEETINGS**

6. The Company shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council and shall specify the meeting as such in the notices calling it.
7. All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
8. The Council may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act.
9. Twenty one days' notice in writing at least of every Annual General Meeting and of every general meeting convened to pass a Special Resolution, and fourteen days notice in writing at least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the date and the hour of meeting, and in the case of special business, the general nature of that business shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of general meetings other than Annual General Meetings, a general meeting may be convened by such notice as those Members may think fit.
10. The accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had at any general meeting.

## PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, shall be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet and the reports of the Council and of the Auditors, the election of members of the Council In the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
12. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided three Members personally present shall be a quorum.
13. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or at such other time and place as the Council may determine, and If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.
14. The Chairman (if any) of the Council shall preside as Chairman at every general meeting, but if there be no such Chairman, or if at any general meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the vice Chairman shall preside. In the event that the vice Chairman is unable to preside, then the Members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the Chair, they shall choose some Member of the Company who shall be present to preside.
15. The presiding Chairman may, with the consent of any general meeting at which a Quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any Adjourned meeting other than business which might have been transacted at any meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
16. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the presiding Chairman or by whichever is the greater, often Members present in person or by proxy, or a Member or Members present in person or by proxy representing one—tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the presiding Chairman that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a

particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

17. Voting shall be on the basis of a simple majority. In the case of an equality of votes, whether on a show of hands or on a poll, the presiding Chairman shall be entitled to a second or casting vote.
18. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
19. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same has been passed at a general meeting duly convened and held.

#### **VOTES OF MEMBERSHIP**

20. Subject as hereinafter provided, every Member shall have one vote.
21. No Member other than a Member duly registered, who shall have paid — every Subscription and other sum (if any) which shall be due and payable to the Company in respect of his Membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any general meeting.
22. Votes may be given on a poll either personally or by proxy.

#### **COUNCIL OF MANAGEMENT**

23. The Council shall consist of (a) a chairperson, vice—chairperson, secretary and a treasurer and (b) such other persons, with a minimum of twenty in number, as shall be appointed by the Council from time to time.
24. The Directors of the Company shall be the members of the Council of Management.
25. No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a member of the Council.
26. No member of the Council shall receive any remuneration for his services in the capacity of Council member, but Council members shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council or any committee thereof or General Meetings of or otherwise on the business of the Company.
27. Members of the Council will be elected on an annual basis at the General Meeting.

28. The Council shall meet at least 4 times each year. If a member of the Council is absent for more than 3 consecutive meetings without reasonable cause, the Council shall have the discretion to request the resignation of the member.

### **POWERS OF THE COUNCIL**

29. The business of the Company shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, — formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these presents required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
30. The Council may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debts, liabilities or obligations of the Company.
31. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Council from time to time by resolution may determine; and in the absence of such resolution by two of the Directors or by one of the Directors and the Secretary of the Company for the time being.
32. Any member of the Council who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Council in accordance with the provisions of Section 317 of the Act.
33. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to Membership of the Company, filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.

### **SECRETARY**

34. The Council shall from time to time appoint a Secretary at such remuneration (subject to the provisions of Clause 4 of the Memorandum of Association) and upon such terms and conditions as they may think fit and any Secretary so appointed may be removed by them.



### **DISQUALIFICATION OF MEMBERS OF THE COUNCIL**

35. The office of a member of the Council shall be vacated:—

35.1 \_ if he becomes no tour bankrupt or makes any arrangement or composition with his creditors;

35.2 — if he becomes of unsound mind;

35.3 — if he ceases to be a Member of the Company (unless he has been co—opted);

35.4 — if by notice in writing to the Company he resigns office;

35.5 — if he is removed from office by a resolution duly passed pursuant to Section 303 of the Act;

35.6 — if he accepts any remuneration or other benefit in contravention of Clause IV of the Memorandum of Association;

### **PROCEEDINGS OF THE COUNCIL**

36. Subject as hereinafter provided the Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined three shall be a quorum out of which at least one must be a Director of Company. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. Unless otherwise determined every meeting of the Council shall be held at the Office or at such other place in Scotland as the Chairman (if any) for the time being of the Council or (if there is no such Chairman) the Secretary shall direct.

37. On the request of a member of the Council the Secretary shall at any time, summon a meeting of the Council by notice (stating the time and place of such Meeting) served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting. — Any accidental omission or defect in any such notice or any accidental failure to give such notice to any member of the Council entitled thereto shall not invalidate any of the proceedings at such meetings so long as a quorum is present thereat.

38. The Chairman of the Council or in his absence one of the Directors shall preside at all general meetings and meetings of the Council.

39. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Council generally.

40. The Council may delegate any of their powers to committees consisting of such member or members of the Council and such other persons whether or not members of the Council or of the Company as they think fit and any committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Council. The Chairman of each committees shall be ex officio a

member of the Council. The meetings and proceedings of any such committee shall be governed by the provisions of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council. No Committee shall have power to bind the Company without the prior approval of the Council.

41. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member 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 member of the Council.
42. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and the proceedings of all meetings of the Company and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
43. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and held.

#### **HONORARY OFFICERS**

44. The Council may from time to time appoint such honorary officers of the Company as the Council may think fit who will primarily assist the Company in charitable purposes or appeals from time to time conducted or undertaken by the Company. Any person may be so appointed whether or not he is also a Member of the Company or of the Council. No remuneration (except by way of repayment of out—of—pocket expenses, if any) shall be paid to any person appointed in respect of any such honorary office. Save as aforesaid every such appointment shall be for such period and on such terms as the Council shall think fit.

#### **ACCOUNTS**

45. The Council shall cause proper books of account to be kept with respect to:
  - 45.1 \_ all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
  - 45.2 — all sales and purchases of goods by the Company; and
  - 45.3 — the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

46. The books of account shall be kept at the Office, or, subject to Section 222 of the Act, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
47. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open for the inspection of Members.
48. At the Annual General Meeting in every year the Council shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than six months before such Meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the Meeting be sent to the Auditors and to all other persons entitled to receive notice of general meetings in the manner in which notices are hereinafter directed to be served. The Auditors' Report shall comply with Section 235 to 237 of the Act.

#### **AUDIT**

49. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by an auditor eligible under Sections 24 to 54 of the 1989 Act.
50. Provisions of the Act, the members of the Council being treated as the directors mentioned in those provisions.
51. A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members.
52. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

#### **DISSOLUTION**

53. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

Amendments to our "Articles of Association"

At the AGM of BASC on Wednesday the 31<sup>st</sup> January 2007 the Boards of Directors being, quorate, and directors given proper and due notification of proposed changes to our "Articles of Association", agreed to the following changes:—

Section 12 the changes to a quorum present at a meeting from four members to three members

Section 28 the changes to Council meeting per year from 8 times to 4 times per year

Section 36 quorum of four changing to three

On Behalf of the Directors of Bonnyrigg after School Club I agree to the above changes.

At the EGM of BASC on Monday 22<sup>nd</sup> October 2018 the Boards of Directors being, quorate, and directors given proper and due notification of proposed changes to our "Articles of Association", agreed to the following changes:—

Section 23 the changes to the minimum membership from eight to twenty.

On Behalf of the Directors of Bonnyrigg after School Club I agree to the above changes.

<u>Signature of Chair</u>	<u>Signature of Witness</u>
<u>Full Name</u>	<u>Full Name</u>
<u>Address</u>	<u>Address</u>
<u>Date</u>	<u>Date</u>