

**SUPERSEDES ARTICLES OF ASSOCIATION DATED 12
DECEMBER 2019**

Company number: SC220297

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

WHEATLEY HOMES SOUTH LIMITED

PRELIMINARY

1. The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of the Company

DEFINITIONS AND INTERPRETATION

2. In the Articles (as hereinafter defined) unless the context otherwise requires:

"2005 Act"	Means the Charities and Trustee Investment (Scotland) Act 2005.
"the Act"	Means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force.
"Articles"	Means these Articles of Association as originally adopted or as altered from time to time.
"Board"	Means the Board of directors of the Company from time to time.
"Board Members"	Means the directors for the time being of the Company and shall (save where expressly excluded) include co-optees to the Board pursuant to Article 43.
"Chairperson"	Means the Chairperson of the Board appointed in accordance with Article 60(2).
"clear days"	In relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
"Closely Connected"	Has the meaning ascribed to that term in the Code of Conduct.



"Code of Conduct"	Means the code of conduct for Board Members and members of District Management Committees adopted from time to time by the Board.
"Effective Date"	Means the date at which the Parent becomes a Member of the Company.
"Electronic Communication"	Has the same meaning as is assigned to that expression in the Electronic Communications Act 2000.
"executed"	Means in relation to any contract, agreement or other document and includes any mode of execution.
"Fixed Term"	Has the meaning given in Article 39.
"Group"	Means the Parent, the Company, and any Subsidiary from time to time.
"Group Agreement"	Means the written agreement from time to time between the Company and the Parent in relation to the objectives and operation of the Group.
"Guarantee"	Means any guarantee and includes any obligation (including as primary obligor), including a contract of indemnity or suretyship, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for securities and purchase of assets or services), indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any Subsidiary or any other person.
"Housing Act"	Means the Housing (Scotland) Act 2010.
"Independent Board Member"	Means a Board Member who is not a Tenant Board Member or the Parent Appointee.
"Member"	Means any person who is admitted to membership of the Company in accordance with the provisions of these Articles.
"Office"	Means the registered office of the Company.
"Officer Bearer"	Means the chairperson, secretary, treasurer or vice chairperson of the Company.
"OSCR"	Means the Office of the Scottish Charity Regulator, as constituted by Section 1 of the 2005 Act as a Non-Ministerial Department of the Scottish Administration and having its principal place of business at 2nd Floor,

Quadrant House, 9 Riverside Drive, Dundee, DD1 4NY.

"Parent"	Means Wheatley Housing Group Limited, a company limited by guarantee and registered in Scotland (number SC426094) having its registered office at Wheatley Housing, 25 Cochrane Street, Glasgow, G11HL.
"Registered Social Landlord"	Means a social landlord registered on the register maintained by The Scottish Housing Regulator pursuant to Section 20 of the Housing Act.
"Relevant Business"	Means a business trading for profit: <ul style="list-style-type: none">(a) of which a Board Member or any person Closely Connected to a Board Member is a principal proprietor; and/or(b) in respect of which a Board Member or any person Closely Connected to a Board Member has direct or significant management control or responsibility.
"Relevant Council"	Means Dumfries and Galloway Council or its successors in title.
"Scottish Housing Regulator"	Means the body known as The Scottish Housing Regulator, established pursuant to Section 1 of the Housing Act and having its head office at Buchanan House, 58 Port Dundas Road, Glasgow or any other body which takes over all or substantially all of its regulatory and supervisory powers and responsibilities or any body which takes over any or all of its powers and responsibilities in each case in relation to the regulation of social housing.
"the seal"	Means the common seal of the Company.
"Secretary"	Means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
"Subsidiary"	Means any organisation which is from time to time a subsidiary of either the Company or the Parent within the meaning of Section 164 of the Housing Act.
"Standing Orders"	Means the standing orders of the Company adopted from time to time by the Board.

"Tenant"	Means a tenant of the Company from time to time occupying a residential property under a Scottish secure tenancy or any statutory tenancy which from time to time may replace such tenancy.
"Tenant Board Member"	Means a Board Member appointed pursuant to these Articles who is also a Tenant.
"Tenant Member"	Means a Member who is at the time of admission to membership a Tenant and is designated as such in accordance with Article 9(4).
"Transfer"	Means the transfer of not less than 90% of the housing stock of the Relevant Council to the Company.
"the United Kingdom"	Means Great Britain and Northern Ireland.

3. Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company. In these Articles words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender.
4. Without prejudice to any of the foregoing, each reference herein to the "Housing Act" shall include reference to the equivalent or replacement provision in the Housing (Scotland) Act 2010 or to any subsequent re-enactment or amendment thereof.

OBJECTS

5. The objects of the Company shall be primarily in Scotland to operate for the relief of those in need by reason of age, ill health, disability, financial hardship or other disadvantage through:
 - (1) the provision, construction, improvement and/or management of land and accommodation;
 - (2) the provision of care; and
 - (3) the undertaking of any activity allowed under Section 58 of the Housing (Scotland) Act 2001 (as amended by the Housing (Scotland) Act 2006 and the Registered Social Landlords (Purposes or Objects) (Scotland) Order 2006) which is charitable both for the purposes of section 7 of the 2005 Act and also section 505 of the Income and Corporation Taxes Act 1988.

POWERS

6. The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary or expedient in furtherance of its objects unless prohibited in these Articles provided that:

- (1) the Company shall not accept money on deposit;
- (2) subject to the terms of Article 5, the Board may, determine and change conditions under which the Company borrows or lends money but from the Effective Date this must only be with the prior written approval of the Parent; and
- (3) the Company shall not lend money to Members except as permitted by these Articles.

7. Without limiting the powers described in Article 6, the Company shall have power to:

- (1) acquire, take or grant or otherwise dispose of any interest in land;
- (2) dispose, in such manner as the Board sees fit, of land and of other assets or interests of the Company, present or future, including by way of heritable security, floating charge, security assignment, mortgage or charge;
- (3) carry out works to land, buildings or other property;
- (4)
 - (a) subject to such consents as may be required by law to borrow money, issue loan stock or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by such security as the Company shall see fit (including by way of floating charge) upon the whole or any part of the Company's property or assets (whether present or future) and also by giving similar security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it provided that the total borrowing at any time is not more than £500 million or such larger sum as the Company, with the prior written consent of the Parent, determines from time to time in general meeting. The Company can enter into any Guarantee in respect of or to secure by heritable security, mortgage, charge, floating charge, lien or other security which the Company is permitted by law to grant, upon the whole or any part of the Company's property or assets, the obligations and liabilities of any Subsidiary; or of any joint venture established by the Company (or by a Subsidiary) with any entity or entities. The foregoing power is valid notwithstanding, and is in no way limited by, any limits on the borrowing or lending powers of the Company (including the foregoing limits) contained in these Articles or otherwise;
 - (b) in respect of any proposed borrowing for the purposes of Article 7(4)(a) the amount remaining undischarged of any index-linked loan previously borrowed by the Company or any deep discounted security shall be deemed to be the amount needed to repay such borrowing in full if the pre-existing borrowing became repayable in full at the time of the proposed borrowing;
 - (c) for the purposes of Article 7(4)(a) in respect of any proposed borrowing intended to be index-linked or on any deep discounted security the amount of borrowings shall be deemed to be the proceeds of such proposed borrowings that would be receivable by the Company at the time of the proposed borrowing;
 - (d) the Company shall not pay more than the rate of interest which the Board considers to be the then market rate of interest on any money borrowed, having regard to the terms of the loan on any money it borrows;
 - (e) Subject to the provisions of Articles 6(3) and 7(4)(i), with the prior written approval of the Parent, lend money to any person or organisation including,

- without limitation, the Parent; any Subsidiary; any joint venture established by the Company or by the Parent or by any Subsidiary, with another entity or entities, on terms which the Board deems appropriate at the time of entering into the transaction. Where the Company is using a loan facility to on lend it must comply with the Regulatory Framework and Regulatory Guidance issued by The Scottish Housing Regulator from time to time;
- (f) borrow money from such lawful sources as is permitted by its treasury management policy subject always to the requirement that the Company will comply with the Regulatory Framework and Regulatory Guidance issued by The Scottish Housing Regulator from time to time;
 - (g) Subject to the foregoing provisions, the Board can, with the prior written approval of the Parent, determine and change conditions under which the Company can borrow or lend money;
 - (h) subscribe to, purchase or acquire in any other way, any incorporeal property (including but without generality of the foregoing any stock, share, security, debenture or debenture stock in each case whether preferred, deferred or secured or unsecured) of any Subsidiary; and
 - (i) with the exception of the Parent, the Company shall not lend money to Members.
- (5) To insure and arrange insurance cover for the Company from and against all such risks as the Board may think fit and to pay any premium in respect of such insurance.
 - (6) To insure and arrange insurance cover for and to indemnify its Members, employees and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in respect of the Company PROVIDED THAT such insurance shall not extend to any liability in respect of an act or omission which such Board Member or Board Members knew or ought reasonably to have known was a breach of duty or trust or which was committed by such Board Member or Board Members recklessly without due regard as to whether such act or omission might be a breach of duty or trust.
 - (7) To invest any monies of the Company not immediately required for the furtherance of its objects as it determines and as permitted by law.
 - (8) Subject to such consents as may be required by law and compliance with all formal guidance issued by the Company's regulators (if any) to purchase or otherwise acquire or to encourage or promote or in any way support or aid the establishment and development of any Subsidiary or associated company established for the purposes of carrying on any trade or business either for the purpose of raising funds for the Company or for the furtherance of the objects of the Company.
 - (9) To make donations, grants or loans or provide services or assistance to such persons and organisations and on such terms as the Company shall think fit to further the objects of the Company PROVIDED THAT in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

APPLICATION OF INCOME AND PROPERTY

8. The income and property of the Company shall be applied solely towards the promotion of its charitable objects as set forth in Article 5 and no portion thereof shall be paid or transferred, directly or indirectly (save as may otherwise be provided in terms of this Article 8) by way of dividend, bonus or otherwise howsoever by way of profit, to Members PROVIDED THAT nothing in this Article 8 shall prevent any payment in good faith by the Company:

- (1) of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Company in return for any services rendered to the Company;
- (2) of fees, remuneration or other benefit in money or money's worth to a company of which a Board Member may be a member holding not more than 2% of the share capital of the company;
- (3) to any Board Member of reasonably and properly incurred out-of-pocket expenses and of any additional allowances and payments permitted by The Scottish Housing Regulator or any successor regulatory body;
- (4) of reasonable and proper remuneration to any employee thereof in return for any services rendered to the Company; and
- (5) of reasonable and proper interest on money lent by any body corporate notwithstanding that such body corporate shall be a Member or Board Member.

PROVIDED FURTHER THAT nothing shall prevent a disposal by the Company of a property whether by way of sale, lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the objects of the Company notwithstanding the fact that such person may be a Member and/or Board Member and further nothing shall prevent the Company from managing a property in accordance with its objects notwithstanding the fact that the tenant, lessee, owner occupier or licensee of such property may be a Member or Board Member SUBJECT TO the proviso that any Board Member who is a beneficiary of the Company shall not be entitled to speak in any debate or cast his/her vote in respect of any matter relating solely to the property of which he/she is lessee, owner occupier, tenant or licensee and shall absent himself/herself from such proceedings but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties owned or managed by the Company.

ADMISSION OF MEMBERS

9. (1) Such persons as are admitted to membership in accordance with these Articles shall be Members of the Company. Except in relation to the Parent, no person shall be admitted as a Member of the Company unless he/she is approved by the Board. Except in relation to the Parent, the Board is entitled at its absolute discretion to grant or refuse any application for membership.
- (2) The Board may not admit any person as a Member who is under 16 years of age.
- (3) The Board may not admit any employee of the Company to membership of the Company PROVIDED THAT employees of the Company who are also Tenants may be admitted to membership of the Company.

- (4) With the exception of the Parent and Independent Board Members, every Member shall, on admittance, be designated by the Board as a Tenant Member and such status shall be stated in the register of Members. With the exception of the Parent the decision of the Board as to the designation of the Members shall be final and binding.
 - (5) The Parent shall be a Member of the Company.
 - (6) Subject to Article 37(5), the Board shall have deemed to have admitted a person as a Member from the date on which he/she was appointed as a Board Member under these Articles and his/her name and other necessary particulars will be included in the register of Members within seven working days.
 - (7) The Parent and the Company, together with all other organisations in the Group will document, formally and in terms that are transparent and understandable, their constitutional and financial relationships through the Group Agreement or similar document. The role of the Company and its relationship with other organisations in the Group must be undertaken in a manner consistent with the 2005 Act.
 - (8) Notwithstanding the other provisions of this Article 9, from the Effective Date the Parent may in its absolute discretion admit or remove any person as a Member.
 - (9) Any requirement under these Articles to seek approval, consent or ratification from the Parent shall only apply from the Effective Date.
 - (10) Any requirement under these Articles for the Parent or Parent Appointee to be issued with notice of a meeting or to form part of a quorum at a meeting shall only apply from the Effective Date.
10. The Parent will nominate a person to act as its representative in the manner provided in Section 323 of the Act. Such representative shall have the right on behalf of the Parent (and to the extent only to which the Parent would if a person be entitled to do so) to attend meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the Parent. The Parent may from time to time revoke the nomination of such representative, and nominate another representative in his/her place. All such nominations and revocations shall be in writing. A representative of the Parent may not be a Member in his/her own right.

LIMITED LIABILITY

11. The liability of the Members is limited.

MEMBERS' GUARANTEE

12. Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a Member, or within one year after he/she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

CESSATION OF MEMBERSHIP

13. Any Member may resign from the Company by giving seven days' notice (or such other period as the Board may in its discretion accept) in writing duly signed to the Secretary and

thereupon such Member shall be deemed to have ceased to be a Member from the date of the expiration of such notice.

14. Except in the case of the Parent any Member may be removed from the Company by a resolution of the Company passed by a majority of at least two-thirds of the votes cast at a General Meeting of which not less than twenty-eight clear days' notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is proposed and to all the other Members of the Company. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is proposed at least twenty-eight clear days before the meeting, and he or its representative for this purpose shall be entitled to be heard by the meeting.
15.
 - (1) The rights of any Member shall be personal and shall not be transferable and shall automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member, being a corporation, ceases to carry on its business or substantially the whole of its business, or if the Member (whether a corporation or not) becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administration, Trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution.
 - (2) A Tenant Member shall automatically cease to be a Member if they cease to be a Tenant PROVIDED THAT this Article 15(2) shall not apply in respect of a Tenant Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Member's home.
 - (3) An Independent Board Member shall automatically cease to be a Member following:
 - (a) retirement pursuant to Articles 38(1) and 42;
 - (b) removal or disqualification for one of the issues referred to in Article 44; or
 - (c) resignation of the Chairperson pursuant to Article 60.
 - (4) The cessations referred to in Articles 15(1) to (4) above shall take place forthwith upon the occurrence of the events set out in such Articles and without the need of notice being given to the Member concerned.
 - (5) Except in the case of the Parent, the Board may terminate the membership of a Member (not being a Tenant Member) if they fail to notify the Secretary of a change of address, or if they have failed to either attend or submit apologies for five annual general meetings.

GENERAL MEETINGS AND RESOLUTIONS

16. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

17. The Board may call General Meetings and, on the requisition of (i) the Parent or (ii) the Members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than 28 days after receipt of the requisition. If there are not within the United Kingdom sufficient Board Members to call a General Meeting, any Board Member or any Member may call a General Meeting.
18. (1) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Board Member shall be called by at least fourteen clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the General Meeting of all Members.
- (2) The notice shall specify the time and place of the Meeting and, in the case of an Annual General Meeting, shall specify the Meeting as such.
- (3) The notice shall be given to all the Members and to the Board Members and Auditors.
- (4) Any Member entitled to attend at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his/her proxy to attend instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting.
- (5) The Annual General Meeting shall be held within six months of the end of the financial year of the Company.
19. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, other than the Parent, shall not invalidate the proceedings at that meeting. Subject to the provisions of the Act, failure of the Company to send a notice calling the meeting to the Parent will invalidate the proceedings of that meeting.
20. (1) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. The quorum for a General Meeting shall be the Parent and at least six other Members or, if the number of Members at any time exceeds sixty Members, one-tenth thereof or 25 other Members (whichever is lower) PROVIDED THAT if there are fewer than six such Members all Members of the Company shall form a quorum.
- (2) If the Parent is not present in person or by representative and/or a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members may determine. There is no need to give notice to Members of the adjourned meeting, with the exception of the Parent, who must receive such notice if it was not present in person or represented at the meeting to be rescheduled. If at

the adjourned meeting a quorum is not present at the scheduled starting time then notwithstanding Article 20(1), the Members present shall constitute a quorum.

- (3) The Parent shall be deemed to be present in person at any general meeting if it is represented in person by an individual (who need not be a Member) who is appointed to act as such by or on behalf of the Parent in accordance with Article 10.
 - (4) The Board shall determine the manner in which General Meetings of the Company are held, subject to the prior approval of the Parent.
21. The Chairperson or, in his/her absence, some other Board Member nominated by the Board Members, shall preside as chairperson of the meeting, but if neither the Chairperson nor any vice chair nor such other Board Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Members present shall elect a Board Member to be chairperson of the meeting.
22. If the Chairperson arrives after the meeting has commenced, he/she will take over as chairperson of the meeting as soon as the current agenda item is concluded.
23.
 - (1) The Chairperson may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
 - (2) The Chairperson may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he/she or the Board Members decide if it appears to him that:-
 - (a) the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
 - (b) the conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuance of the meeting; or
 - (c) an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or
 - (d) a proposal of such importance is made that the consideration of a larger number of members is desirable.
 - (3) When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise, it shall not be necessary to give notice of an adjournment or of the business to be transacted at the adjourned meeting to any other person except the Parent. Failure to provide notice to the Parent in accordance with this Article 23 will invalidate proceedings of the meeting.
 - (4) If the Chairperson considers that the meeting place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairperson is satisfied that adequate facilities are available to ensure that members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether

by the use of microphones, loud-speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

VOTES OF MEMBERS

24. (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

- (a) by the Chairperson;
- (b) by one-tenth of the Members present having the right to vote at the meeting;
or
- (c) the Parent,

and a demand by a person as proxy for a Member shall be the same as a demand by a Member.

- (2) Except in relation to the special resolutions in Article 25, on a show of hands, every Member present in person, including the Parent, shall have one vote.

Where, however, an appointed proxy is present in accordance with Article 18(4), and so declares, the Chairperson shall direct a poll.

- (3) Where a vote is by a poll every Member present in person, including the Parent, or who has appointed a representative has one vote. Where an appointed proxy is present, he/she must advise the Chairperson and the Chairperson shall direct that the vote be by poll.

- (4) Except where a resolution is passed in accordance with the provisions of Article 25(2), in the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall be entitled to a casting vote in addition to any other vote he/she may have.

25. At any meeting called for the passing of a special resolution by the Secretary in accordance with these Articles for the purpose of considering and, if appropriate, approving:

- (1) any amendments, additions or deletions to any of these Articles;
- (2) the winding up or dissolution of the Company; and/or
- (3) any change of name of the Company,

the Parent shall be allocated and shall be entitled to cast three quarters of the votes available to be cast on the relevant special resolution at the meeting and the other Members of the Company (collectively the "Other Members") shall among them be entitled to cast one quarter of the votes available to be cast on the relevant special resolution at the meeting (including by way of poll). Votes exercisable by the Other Members in terms of this Article 25 shall be counted for and against the relevant special resolution(s) in the proportions for and against actually cast by each of the Other Members who are present and voting at the meeting in person or by proxy respectively. The Secretary shall make arrangements for

such Other Members to vote on the special resolution(s) separately and shall count the number of votes in favour and against the special resolution(s) and shall notify the meeting of the totals and accordingly the manner in which the one quarter of votes available to be cast on the relevant special resolution at the meeting and exercisable by the Other Members have been cast. The Secretary shall notify the meeting of the decision of the vote having regard to the votes cast by the Parent.

26. Unless a poll is duly demanded, a declaration by the Chairperson that a resolution: has been carried; or carried unanimously or by a particular majority; or lost; or not carried by a particular majority, together with an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
27. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
28. A poll shall be taken as the Chairperson directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. A poll demanded on the question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. 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 the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
30. Other than the Parent being given notice, no notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
31. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he/she was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.
32. 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 Chairperson whose decision shall be final and conclusive.
33. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve) set out in Appendix A to these Articles.
34. Where it is desired to afford Members an opportunity of instructing the proxy how he/she shall act the instrument appointing a proxy shall be in the form (or in a form as near thereto

as circumstances allow or in any other form which is usual or which the Board Members may approve) set out in Appendix B to these Articles. The maximum number of proxy votes that can be cast by one person shall be 10.

35. This instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board Members may:-
- (1) be deposited at the Office, submitted to the Company by Electronic Communication or delivered to such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (2) in the case of a poll taken more than 48 hours after it is demanded, be deposited, submitted or delivered as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (3) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Board Member; and
 - (4) an instrument of proxy which is not deposited, submitted or delivered in a manner so permitted shall be invalid.
36. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or otherwise, at which the instrument of proxy was duly deposited, submitted or delivered before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 36A. The Chairperson will report to the meeting the details of any documents seeking to appoint a proxy received but which are not valid.

COMPOSITION OF THE BOARD

37. (1) The Company shall have a Board. The minimum number of Board Members shall be seven and the maximum number of Board Members (including co-optees appointed pursuant to Article 43) shall be fifteen, unless additional Board Members are appointed after nomination by The Scottish Housing Regulator under Article 37(4). The Board shall comprise:
- (a) no more than three Tenant Board Members;
 - (b) no more than six Independent Board Members; and
 - (c) if appointed, one Board Member shall be the Parent Appointee.
- (2) In the event that at any time there shall be fewer than three Tenant Board Members on the Board or fewer than ten Board Members in total then the remaining Board Members shall use reasonable endeavours to appoint further Tenant Board

- Members and / or Independent Board Members so as to bring the number of Tenant Board Members up to three or the total number of Board Members up to ten and may continue to act and exercise all of the powers of the Board.
- (3) No person may act as a Tenant Board Member unless they are a Member of the Company.
 - (4) The Board may from time to time appoint additional Board Members nominated by The Scottish Housing Regulator for such period and on such terms as The Scottish Housing Regulator may specify. Such Board Members shall be entitled to take part in the deliberations of the Board and vote at any Board meetings thereof on all matters and from the date of such appointment shall be included in the expression "Board Member".
 - (5) From the Effective Date no Board Member may act as such until their appointment has been ratified by the Parent and they have signed and delivered to the Board a statement, confirming that they will meet their obligations to the Board and the Company as set out in the Code of Conduct. Except in the case of the Parent Appointee any Board Member who has, without good cause, failed to sign such a statement within four weeks of appointment to the Board shall immediately cease to be a Board Member.

RETIREMENT AND APPOINTMENT OF BOARD MEMBERS

38. (1) With the exception of the Parent Appointee, each Board Member who has served their Fixed Term (as defined in Article 39) shall retire from office after expiry of their Fixed Term.
- (2) The Board shall appoint Tenant Board Members or, as the case may be, Independent Board Members, to fill the vacancies created by any retirements under Article 38(1).
 - (3) The persons appointed by the Board as Tenant Board Members and Independent Board Members in terms of Article 38(2) shall be those persons who the Board considers meet the requirements of Article 38(4) and whose appointment has been ratified by the Parent.
 - (4) No person shall be eligible for appointment as a Board Member in terms of this Article 38 unless the Board is satisfied that he or she is an individual who has the skills, experience and / or objectivity that are necessary or desirable to further the objects of the Company. The skills, experience and objectivity which prospective Tenant Board Members and / or Independent Board Members must have shall be determined by the Board from time to time.
 - (5) The Parent may from time to time and at any time by written notice to the registered office of the Company appoint up to one person as a Board Member (the "Parent Appointee") and by like notice remove or replace the Parent Appointee and in each case, such appointment or removal shall take effect upon the date of lodgement of such written notice at the Company's registered office or such later date as may be specified in the notice.
 - (6) Notwithstanding any other provision of these Articles:

- (a) the Parent is the parent body of the Company and shall be entitled to appoint any number of Board Members and remove from office any and all Board Members as it may in its sole discretion determine;
 - (b) any appointments and removals from office in terms of Article 38(6)(a) may be made from time to time and at any time by notice in writing or by Electronic Communication on behalf of the Parent and, in each case, shall take effect upon the date of receipt of the notice at by the Company or such later date as may be specified in the notice; and
 - (c) all candidates for appointment or re-appointment as Board Members in terms of these Articles shall first be approved in writing or by Electronic Communication by the Parent and any such appointment or re-appointment of a Board Member shall not take effect unless and until such approval has been given.
39. The Tenant Board Members and Independent Board Members appointed by the Board in terms of Article 38(2) shall be appointed for a fixed term of three years (a "Fixed Term"), unless the Board has set a lower number of years for the relevant Board Member on their appointment, subject to the terms of Article 40. No Fixed Term shall be set which would cause the relevant Board Member to serve for more than a period of nine years (whether continuous or in aggregate), unless otherwise approved by the Parent in accordance with Article 44(27).
40. For the purposes of Article 39, the Fixed Term of a Board Member shall be calculated taking into account any period of service as a Board Member since the date on which the relevant Board Member was first elected or appointed as a Board Member.
41. Any Board Member who retires from office under Article 38(1) shall, subject to the terms of Article 42, be eligible for re-appointment by the Board.
42. (1) Any Board Member who retires from office under Article 38(1) shall be eligible for re-appointment by the Board, provided that:
- (a) where the relevant Board Member has only served one Fixed Term, that Board Member can be re-appointed by the Board;
 - (b) where the relevant Board Member has served two Fixed Terms, he/she shall only be eligible for re-appointment for one further Fixed Term, but only with the prior approval of the Parent; and
 - (c) where any Board Member has nine years' service on the Board, that Board Member shall retire with effect from the end of the Annual General Meeting which occurs at the expiry of their ninth year of office and shall not be eligible for re-appointment as a Board Member, unless otherwise approved by the Parent in accordance with Article 44(27).
- (2) If a Board Member leaves the Board for any reason other than by virtue of Articles 38(1) or 42, that Board Member will not be eligible to stand for re-appointment or to be co-opted onto the Board until the expiry of five years following the date on which they left the Board, unless otherwise approved by the Parent.

- (3) Other than the Parent Appointee (if appointed) no Board Member shall serve more than nine years' service in total on the Board, whether continuously or in aggregate, unless otherwise approved by the Parent. The Parent shall be entitled to approve a longer fixed term for any Board Member following the expiry of nine years' service where the Parent is satisfied that a Board Member is able to demonstrate his/her continued effectiveness as a Board Member. Where the Parent approves the re-appointment of a Board Member in terms of this Article 42(3), the Parent shall review that Board Member's appointment on an annual basis.
- (4) If a Board Member retires from the Board in terms of these Articles and is re-appointed, subject to Article 42(2), any time previously served on the Board shall count towards their period of service for the purposes of Article 42(3).
- (5) The other terms of this Article 42 shall not apply to the Parent Appointee (if appointed) who shall not be required to retire.
- (6) The Board shall determine the appointment process for Board Members from time to time, subject to the approval of the Parent.
- (7) An application for appointment to the Board can be rejected by a decision of not fewer than three quarters of the Board Members on one of the following grounds:
 - (a) where appointment to the Board would be contrary to these Articles or the Company's policies;
 - (b) where a conflict of interest may exist which, even allowing for the disclosure of such an interest may adversely affect the work of the Company; or
 - (c) where there is clear evidence of relevant circumstances from which it is concluded that appointment to the Board would not be in the best interests of the Company.
- (8) The rejection of an application for appointment to the Board shall be notified to the person concerned in writing following the relevant Board Meeting.
- (9) The Board can require that a Board Member who is being investigated for a potential breach of the Company's Code of Conduct for Board Members take leave of absence and not attend any meeting in his/her capacity as a Board Member until the Board has completed its consideration of the potential breach. When on such leave of absence, the Board Member will not be entitled to receive minutes and/or documents in his/her capacity as a Board Member relating to the business of the Company.

CASUAL VACANCIES AND CO-OPTIONS

43. (1) Subject to Article 37 the Board may appoint a person who is willing to act to be a Board Member to fill a vacancy. A Board Member so appointed shall hold office only until the next following annual general meeting. If not re-appointed at the first Board Meeting which occurs after their appointment then they shall vacate office at the conclusion of the next Annual General Meeting following that Board Meeting.

- (2) Subject to approval by the Parent, the Board may from time to time co-opt persons to the Board and may at any time revoke such co-option. Co-optees do not need to be Members, but they can only serve as co-optees on the Board for a period of one year or until removed by the Board. No more than one-third of Board Members shall be co-opted PROVIDED THAT nothing in this Article 43(2) shall preclude or prevent a Tenant from being co-opted to fill a vacancy amongst the Tenant Board Members and any such Tenant shall not be treated as a co-optee for the purposes of this Article 43(2) or Article 43(3) or Article 44(24). The presence of co-optees at Board Meetings will not be counted when establishing whether a quorum is present to allow the meeting to take place as required by Article 53(1).
- (3) Co-optees can take part in the Board's discussions and vote at Board meetings on all matters except those which directly affect these Articles, the membership of the Company or the election of the Company's Office Bearers.

DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS

44. Except in the case of the Parent Appointee, a Board Member must leave the Board if the majority of the Members voting at a General Meeting decide this. The Board will then appoint someone to take his/her place.

A person cannot become or remain or be re-appointed as a Board Member if that person:-

- (1) ceases to be a Board Member by virtue of any provision of the Act or becomes prohibited by law from being a company director;
- (2) becomes bankrupt or makes any formal arrangement or composition with all of his creditors;
- (3) except in the case of the Parent Appointee, is removed from office by a resolution of (or written notice signed by) at least half of all the other Board Members from time to time provided that the vote to ask a Board Member to leave the Board must relate to one of the following issues:-
 - (a) failure to perform to the published standards laid down from time to time by the Scottish Federation of Housing Associations, The Scottish Housing Regulator and the Office of the Scottish Charity Regulator;
 - (b) failure to comply with the Code of Conduct and/or the Financial Regulations; or
 - (c) serious or persistent breach of the Company's Articles or Standing Orders.
- (4) in the case of a Board Member who is a Member or representative of a Member ceases to be a Member of the Company or the representative of a Member (as the case may be) or if the Member whom the Board Member represents ceases to be a Member;
- (5) except in the case of the Parent Appointee, shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period;
- (6) in the opinion of a qualified medical doctor, is unable to go to Board Meetings for 12 months because of incapacity due to a physical or mental illness;

- (7) is involved in litigation with the Company (other than litigation between the Relevant Council and the Company);
- (8) has been convicted of an offence involving dishonesty which is not spent by virtue of the Rehabilitation of Offenders Act 1974 or an offence under the 2005 Act;
- (9) is or will be away for a period of 12 months and are thus unable to attend the Board Meetings;
- (10) has been removed by The Scottish Housing Regulator, Tai Cymru or any successor regulatory body from the Board of another Registered Social Landlord;
- (11) is or becomes disqualified from being a charity trustee pursuant to section 69 of the 2005 Act or have been suspended or removed as a charity trustee pursuant to section 34 of the 2005 Act;
- (12) is under the age of 18;
- (13) is or has within the last six months been in significant arrears in respect of any of their obligations to the Company for a reason which was not due to housing benefit processing delays PROVIDED THAT in assessing any such issue the Board shall act reasonably;
- (15)
 - (a) has been in serious or persistent breach of their tenancy agreement with the Company PROVIDED THAT in assessing any such issue the Board shall act reasonably;
 - (b) has damaged property leased to them by the Company or caused distress or nuisance to neighbours;
 - (c) has during the past six months received housing benefit which they were not entitled to because they gave false information;
- (16) breaches any rules of confidentiality to which Board Members may be subject in terms of the Code of Conduct or otherwise;
- (17) has deliberately claimed expenses to which they were not entitled;
- (18) has failed to disclose a financial interest personally or in respect of a Relevant Business or in any other way whatsoever in a contract or other transaction with the Company under Article 52(2);
- (19) has failed to disclose a relevant interest in accordance with Article 55;
- (20) in the case of a Tenant Board Member ceases to be a Tenant PROVIDED THAT this Article 44(20) shall not apply in respect of a Tenant Board Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Board Member's home;
- (21) is a Tenant Board Member and becomes a Local Authority Person;
- (22) is an Independent Board Member and becomes a Tenant;
- (23) is a Tenant and wishes to stand as an Independent Board Member;
- (24) is a co-optee pursuant to Article 43 and their co-option is revoked by the other Board Members;
- (25) is or becomes an employee of the Company or, unless otherwise approved by the Parent, is or becomes Closely Connected to such an employee;

- (25) following an investigation carried out in accordance with the terms of the Code of Conduct, is found to be or have been in serious or persistent breach of any duties imposed on charity trustees pursuant to section 66 of the 2005 Act; or
- (26) has been removed from the governing body of any other member of the Group; or
- (27) has left the Board and a period of five years has not expired since their departure and the Parent has not approved their return within that period;
- (28) is the Parent Appointee and the Parent subsequently removes them from the Board;
- (29) resigns his/her position as a Board member in writing; or
- (30) his/her application for appointment to the Board has been rejected in accordance with Article 42(7).

POWERS OF THE BOARD

- 45. Subject to the provisions of the Act and the Articles, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board. The Board is responsible for ensuring that the Company can demonstrate its governance and financial arrangements are such as to allow The Scottish Housing Regulator to regulate effectively and exercise its full regulatory powers.
- 46. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

BORROWING POWERS

- 47. The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any heritable security, floating charge or other security over its undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DELEGATION OF BOARD MEMBERS' POWERS

- 48. The Board may delegate any of their powers to its Committees. The Board may also delegate any of their powers to any committee consisting of Board Members provided that no more than a third of the Members of such a committee may be co-optees. They may also delegate to the Chairperson/or any vice or deputy Chairperson or to any Office Bearer such of their powers as they consider desirable to be exercised by them. Any such delegation to any committee may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying. The creation of any new committees by the Board is subject to the prior approval of the Parent.

ALTERNATE BOARD MEMBERS

49. No Board Member shall be entitled to appoint any person as an alternate Board Member.

BOARD MEMBERS' EXPENSES

50. The Board Members may be paid all travelling, hotel, and other expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or separate meetings of classes or types of Member or of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

51. Each of the Board Members shall, in exercising his/her role as a Board Member, act in the best interests of the Company, its tenants and service users and will not place any personal or other interests ahead of his/her primary duty to the Company; and, in particular, must:
- (1) seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects;
 - (2) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - (3) in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party:
 - (a) put the interests of the Company before that of the other party, in taking decisions as a Board Member; and
 - (b) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other Board Members with regard to the matter in question; and
 - (4) ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the 2005 Act.
52. (1) The Board shall set and periodically review its policy on payments and benefits. If a person is a Member, employee of the Company or serves on the Board or any committee of the Board he/she must not receive any payment or benefit unless it is permitted by the policy. In making any payment or conferring any benefit the Company shall act at all times with transparency, honesty and propriety.
- (2) If a person serves on the Board or any committee of the Board he/she must declare any personal or other external interests on an annual basis in accordance with the Company's code of conduct for Board Members. If while serving on the Board that person has any conflict of interest in any contract or other matter about to be discussed at a meeting, he/she must tell the Board. He/she will be required to leave the meeting while the matter is discussed and will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held. If that person is inadvertently allowed to stay in the meeting and vote on the matter, his/her

vote will not be counted. If no quorum exists for the purpose of voting on a matter only because of the operation of this Article 52(2), provided that there are at least three remaining Board Members who are entitled to remain in terms of this Article 52(2), such remaining Board Members are deemed to constitute a quorum for the purposes of voting and may proceed to make a decision as a quorate Board.

- (3) If a person serves on the Board or any committee of the Board he/she must not receive any payment or benefit unless it is permitted by the 2005 Act and as set out in the Company's policy referred to in Article 52(1). He/she shall also comply with the requirements of the 2005 Act in respect of any conflict of interest that might arise.

BOARD MEETINGS

53. (1) The Board may regulate its proceedings as it thinks fit provided that it must meet at least six times per calendar year and the quorum for the transaction of the business of the Board at the time when the meeting proceeds to business shall be four including (if appointed) the Parent Appointee (unless the Parent Appointee has presented their apologies in advance of the meeting), provided that co-optees shall not be counted towards the quorum.
- (2) Board members must be sent written notice of Board Meetings posted, or delivered, by hand or sent by Electronic Communication to the last such address for such communications given to the Secretary at least seven days before the meeting unless the Chairperson determines, in relation to a specific proposed Board Meeting, that a shorter period is required. The accidental failure to give notice to a Board Member (other than the Parent Appointee) or the failure of the Board Member to receive such notice shall not invalidate the proceedings of the relevant meeting.
- (3) Board Meetings can take place in any manner which permits those attending to hear and comment on proceedings. A Board Member may participate in a Board Meeting by means of conference telephone, video conferencing facility or similar communications equipment whereby all the Board Members participating in the Board Meeting can communicate with each other. A Board Member participating in a Board Meeting in this manner shall be deemed to be present at the Board Meeting.
- (4) All speakers must direct their words to the Chairperson. All Board Members must remain quiet and maintain order while this is happening. The Chairperson will decide who can speak and for how long.
- (5) If any point arises which is not covered in these Articles, the Chairperson will give his/her ruling which will be final.
- (6) All acts done in good faith as a result of a Board Meeting or committee of the Board meeting will be valid even if it is discovered afterwards that a Board Member was not entitled to be on the Board.
- (7) If a quorum is not present within half an hour from the time appointed for a Board Meeting the Board Meeting shall, if requested by a majority of those Board

Members present, be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members present may determine. The Chairperson may also, with the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he or the Board Members decide if it appears to him that:

- (a) the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - (b) the conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuance of the meeting;
 - (c) an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or
 - (d) a proposal of such importance is made that the consideration of a larger number of Board Members is desirable.
 - (8) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 53(1) the Board Members present shall constitute a quorum.
 - (9) The Board will continue to act while it has vacancies for Board Members. However, if at any time the number of Board Members falls below seven, the Board can continue to act only for another two months. If at the end of that period the Board has not found new Board Members to bring the number of Board Members up to seven, the only power it will have is to act to bring the number of Board Members up to seven
54. Questions arising at a Board Meeting shall be decided by a majority of votes and each Board Member present in person shall be entitled to one vote. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
55. (1) A Board Member must declare any personal or other external interests on an annual basis in accordance with the Code of Conduct. If any Board Member has: (a) any conflict of interest; or (b) a financial interest; or (c) an interest other than a financial interest in any contract or other agreement about to be discussed at a meeting, which, in any case, is not permitted under these Articles, that Board Member must tell the Board. The Board Member in question will be required to leave the meeting while the matter is discussed and will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held. If the Board Member in question is inadvertently allowed to stay in the meeting and vote on the matter, his vote will not be counted.
- (2) For the avoidance of doubt, each of the following shall constitute a conflict of interest in terms of Article 55(1):
- (a) a contractual arrangement (proposed or actual) between the Company and any statutory body of which the Board Member is an official or elected member;
 - (b) a proposed contractual arrangement between the Company and any Subsidiary or associate of the Company, where the Board Member is also a director or officer of the Subsidiary or associate;

- (c) consideration by a Tenant Board Member of their own tenancy or housing arrangements or those of any person Closely Connected to any such Tenant Board Member;
 - (d) consideration by a Board Member of any payments or benefits to be made to: that Board Member; any person Closely Connected to any such Board Member; or to a Relevant Business in accordance with the terms of the Code of Conduct.
- 56. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Board Member to vote in respect of a particular matter, the question may, before the conclusion of the meeting, be referred to the remaining Board Members and the question shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall be entitled to a casting vote in addition to any other vote he may have.
- 57. Subject to these Articles, the Board may agree any arrangements which it thinks fit about how it takes decisions, and about how such arrangements are to be recorded or communicated to Board Members, subject to the prior approval of the Parent.
- 58. All acts done by a meeting of the Board, or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.

WRITTEN RESOLUTION

- 59. A resolution in writing or by Electronic Communication signed by not fewer than three quarters of the Board Members entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held.

SECRETARY AND CHAIRPERSON

- 60.
 - (1) Subject to the provisions of the Act, the Secretary and any deputy or alternate Secretary and any other Office Bearers shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. An employee of the Company, the Parent or any other member of the Group may hold the office of Secretary although shall not be a Board Member. If the Secretary cannot carry out his/her duties, the Board, or in any emergency the Chairperson, can ask another Office Bearer or employee to carry out the Secretary's duties. The appointment of an Office Bearer in terms of these Articles is subject to the prior written approval of the Parent.
 - (2) The Chairperson will be appointed in accordance with this Article 60 for a period which shall commence on the date of the Chairperson's appointment and shall expire immediately prior to the next scheduled Board Meeting held after the expiry of three years from the date of the appointment (the "office term"), subject always to the provisions of Article 60(4).

- (3) The Chairperson is responsible for the leadership of the Board and ensuring its effectiveness in all aspects of the Board's role and to ensure that the Board properly discharges its responsibilities as required by law, these Articles and the standing orders of the Company. The Chairperson will be delegated such powers as is required to allow the Chairperson to properly discharge the responsibilities of the office.
- (4) The Chairperson must be elected from the Board Members (excluding co-optees) which election must be approved by the Parent. The Chairperson must be prepared to act as Chairperson until the end of their office term (unless he/she resigns the post). The Chairperson can only be required to resign if a majority of the remaining Board Members present at a Board Meeting agree to this.
- (5) If the Chairperson is not present at a Board Meeting or is not willing to act, the Board Members present will elect another Board Member to be chairperson for the Board Meeting. If the Chairperson arrives at the meeting late, he/she will take over as chairperson of the Board Meeting as soon as the current agenda item is concluded.
- (6) If the votes of the Board Members are divided equally for and against an issue, the Chairperson will have a second and deciding vote.
- (7) The Chairperson can resign his/her office in writing to the Secretary and must resign if he/she leaves the Board or is prevented from or being appointed to the Board under Article 44. The Board will then elect another Board Member as Chairperson.
- (8) The Chairperson can be re-elected upon expiry of their office term for a further maximum of two years and must not hold office continuously for more than five years, unless otherwise approved by the Parent, subject always to the provisions of Article 38.
- (9) Upon expiry of their period of service as Chairperson, the Chairperson must resign as a Board Member and leave the Board. If the Chairperson resigns under Articles 60(4) or 60(7) then they shall also be deemed to have resigned as a Board Member, regardless of the length of their period of service as Chairperson.

MINUTES

61. (1) The Board shall cause minutes to be made in books kept for the purpose:-
 - (a) of all appointments of officers made by the Board Members; and
 - (b) of all proceedings at meetings of the Company and of the Board, and of committees of the Board and of any class or type of Member, including the names of the Board Members present at each such meeting.
- (2) Minutes must be presented at the next appropriate meeting and signed by the Chairperson of the meeting at which they are presented. All minutes signed by the Chairperson of the meeting shall be conclusive evidence of the proceedings of the meeting.

RECORDS ACCOUNTS AND RETURNS

62. (1) The Board shall cause accounting records to be kept by the Company in accordance with Part 15 of the Act.
- (2) Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.
- (3) The Board shall take such steps as the Board considers necessary to ensure the continuing independence of the Company's auditor, including the periodic review of the need for audit rotation.
- (4) The Board shall submit the Company's accounts and balance sheet for audit to the Company's auditor and the Company's auditor shall make a report to the Company on the accounts examined by him and on the revenue account or accounts and the balance sheet for the year of account in respect of which he is appointed.
- (5) The Company shall furnish to the Scottish Housing Regulator, to OSCR and to such other organisations as the Board deems appropriate, a copy of its accounts and auditor's report within 6 months of the end of the period to which they relate or such other period as may be permitted by the applicable regulatory authority from time to time.
- (6) Every year within the time allowed by law, the Secretary shall send to the Registrar of Companies the annual return, in the form prescribed by the Registrar, together with all such documentation as is required under the Act.
- (7) A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report and a copy of the report of the Board, shall, not less than 21 clear days before the date of the meeting, be sent to all persons entitled to receive notice of General Meetings of the Company, provided that this Article 62 shall not require a copy of those documents to be sent to any person of whose address the Company is not aware. The accidental omission to send a copy of these documents to, or the non-receipt of the documents by, any person entitled to receive them shall not invalidate the proceedings at that General Meeting.

THE SEAL

63. (1) If the Company has a seal it shall only be used with the specific or general authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Board Member and by the Secretary or a second Board Member.
- (2) The Company may exercise the powers conferred by Section 49 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board Members.

NOTICES

64. Any notice to be given to or by any person pursuant to the Articles shall be in writing or by way of an Electronic Communication except that a notice calling a meeting of the Board or of a committee of the Board need not be in writing.

65. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at the address last intimated by him/her to the Company or (in the case of a Member who has notified the Company of an address to be used for the purposes of Electronic Communications) may be given to the Member by way of an Electronic Communication. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him/her shall be entitled to have notices given to him/her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
66. A Member present, either in person or by proxy, at any meeting of the Company or any class or type of Member shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
67. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted
68. Any notice contained in an Electronic Communication shall be deemed to have been given on the day it is sent. For the purpose of proving that any Electronic Communication was sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

DISPUTES

69. Every dispute between the Company or the Board and:
- (1) a Member;
 - (2) a person aggrieved who has ceased to be a Member within the previous six months; or
 - (3) a person claiming under these Articles,
- shall be dealt with in accordance with these Articles and any procedures determined by the Board from time to time but without prejudice to all rights which any person may have to raise an action on the matter in any court with competent jurisdiction, including without prejudice the Sheriff Court in the Sherrifdom in which the Company's registered office is located.

DISSOLUTION

70. (1) The Company may be dissolved with the prior written consent of the Parent by the Company making an application to the Registrar of Companies pursuant to Part 31 of the Act to have the Company's name struck off the register of companies maintained by the Registrar of Companies under the Act.
- (2) If on the dissolution of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the Members but shall:

- (a) if the Company is at the time of dissolution a Registered Social Landlord, be transferred to such other charitable Registered Social Landlord as The Scottish Housing Regulator may direct; or
 - (b) if the Company is not at the time of dissolution a Registered Social Landlord, be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are similar (wholly or in part) to the objects of the Company.
- (3) To the extent that effect cannot be given to the provisions of Article 70(2), the relevant property shall be applied to some other charitable object or objects as determined by the Members at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at the time.

INDEMNITY

71. (1) Every Board Member or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto (including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him), and no Board Member or other officer shall be liable for any loss, damage or misfortune which may happen to, or be incurred by, the Company in the execution of the duties of his office, or in relation thereto PROVIDED THAT this Article 71 shall only have effect in so far as its provisions are not avoided by Sections 532 and 533 of the Act.
- (2) The Board shall have the power to purchase and maintain for Board Members or officers or employees of the Company insurance against any such liability as is referred to in Section 532 of the Act.

AMENDMENT OF ARTICLES

72. These Articles may be amended provided that:
- (1) three quarters of the votes at a special general meeting are in favour of the amendment(s); and
 - (2) the Parent has approved the amendment(s) in writing.
73. Where an amendment of these Articles affects the charitable purposes of the Company the prior approval of the Office of the Scottish Charity Regulator ("OSCR") is required. The Company must submit its application for approval to the Office of the Scottish Charity Regulator not less than 42 days before the date on which the Company intends to amend its objects. Any other amendment of these Articles requires to be notified to OSCR within 3 months of the amendment having been made.
74. The Company must notify The Scottish Housing Regulator within 28 days of the change or amendment being made to these Articles.
75. The name of the Company may be changed if:

- (1) three quarters of the votes at a special general meeting are in favour of the change; and
- (2) the Parent has provided its written consent; and
- (3) OSCR have given their approval. The Company must submit its application for approval to the Office of the Scottish Charity Regulator not less than 42 days before the date on which the Company intends to change its name.

EQUAL OPPORTUNITIES

76. The Company shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability.

COMMUNICATIONS

77. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company, including, without limitation, by sending or supplying documents or information by making them available on a website.
78. Subject to the Articles, any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by Board Member may also be sent or supplied by the means by which that Board Member has asked to be sent or supplied with such notices or documents for the time being.
79. A Board Member may agree with the Company that notices or documents sent to that Board Member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
80. For the purposes of these Articles, a person shall be deemed to be "present" or "present in person" at a meeting if such person is participating in the meeting by virtue of some form of Electronic Communication, including, without limitation, by way of: telephone; video link; internet video facility; or any other similar communications system by means of which all persons participating in the meeting are able to communicate with each other.

Signed**Director, WHS**

Signed

APPENDIX A

"Wheatley Homes South Limited

I/We, being a Member/Members of the above-named company, hereby appoint

, or failing him,

of , as my/our proxy to vote

in [my/our name[s] and on [my/our] behalf at the annual/extraordinary general meeting of the

Company to be held on [] , and at any adjournment thereof.

Signed on this day of 20[]."

APPENDIX B

"Wheatley Homes South Limited

I/We,

being a Member/Members of the above-named company, hereby appoint

of _____, or failing him, of _____, as

my/our proxy to vote in [my/our name[s]] and on [my/our] behalf at the annual/extraordinary

general meeting of the Company to be held on _____ [20[]], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this _____ day of _____ 20[],"

ARTICLES OF ASSOCIATION

OF

WHEATLEY HOMES SOUTH LIMITED

Registration Number: SC220297



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number **220297**

The Registrar of Companies for Scotland hereby certifies that under the Companies Act 2006:

**DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP
LIMITED**

a company incorporated as private limited by guarantee, having its registered office situated in Scotland, has changed its name to:

WHEATLEY HOMES SOUTH LIMITED

Given at Companies House on **27th September 2022**



* NSC220297D *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Notice of Change of Name by Resolution

Company Number: **SC220297**

Company Name: **DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP LIMITED**

Received for filing in Electronic Format on the: **27/09/2022**

Notice is hereby given that the company has changed its name as set out in the attached resolution

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager

COMPANIES ACT 2006
SPECIAL RESOLUTION ON CHANGE OF NAME

Company number: SC220297

Existing company name:
DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP
LIMITED

The following special resolution to change the name of the company was agreed and passed by the members.

On the 21st September 2022

That the name of the company be changed to:
WHEATLEY HOMES SOUTH LIMITED

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 220297

The Registrar of Companies for Scotland hereby certifies that

DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Edinburgh, the 15th June 2001



NSC220297D

Diane Brooks
Registrar Of Companies
LB



C O M P A N I E S H O U S E

12



Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

220297

Company Name in full

DUMFRIES AND GALLOWAY HOUSING
PARTNERSHIP LIMITED

I, JONATHAN EDWARD MADISON JARVIS
of 40 TOWER HILL, LONDON EC3N 4DX

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~† [Solicitor engaged in the formation of the company]~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985, and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

40 TOWER HILL, LONDON EC3N 4DX

Day Month Year
On 05 06 2001

Please print name.

before me

EDWARD SPENCER

Signed

Date

5th June 2001

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

TROWERS & HAMLINS, 40 TOWER HILL,
LONDON EC3N 4DX

(REF: JEJ)

Tel 020 7423 8505

DX number 774

DX exchange LON/CITY



Form revised June 1998

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



Companies House
for the record

**Please complete in typescript,
or in bold black capitals.**

CHWP000

Notes on completion appear on final page

10

**First directors and secretary and intended situation of
registered office**

220297

Company Name in full

**DUMFRIES AND GALLOWAY HOUSING
PARTNERSHIP LIMITED**

Proposed Registered Office

(PO Box numbers only, are not acceptable)

CARMONT HOUSE, THE CRICHTON,

BANKEND ROAD

Post town

DUMFRIES

County / Region

D & G

Postcode

DG1 4ZJ

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

☐

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

**TROWERS & HAMLINS, 40 TOWER HILL,
LONDON EC3N 4DX**

(REF: JEJ)

Tel 020 7423 8000

DX number 774

DX exchange LON/CITY



SCT SLTE41J8 1790
COMPANIES HOUSE 15/06/01

Form revised July 1998

When you have completed and signed the form please send it to the
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Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)Company name **DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP LIMITED**NAME *Style / Title **MR** *Honours etc

* Voluntary details

Forename(s) **BEN**Surname **O'BRYAN**

Previous forename(s)

Previous surname(s)

Address **19 JAMES CLOSE****Usual residential address**

For a corporation, give the registered or principal office address.

WOODLANDSPost town **LONDON**

County / Region

Postcode **NW11 9QX**Country **UNITED KINGDOM**

I consent to act as secretary of the company named on page 1

Consent signature **BEN O'BRYAN**Date **5/6/2001****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title **MR** *Honours etcForename(s) **JONATHAN EDWARD MADISON**Surname **JARVIS**

Previous forename(s)

Previous surname(s)

Address **FLAT 1, MAYFAIR COURT****Usual residential address**

For a corporation, give the registered or principal office address.

15 PARK HILL RISEPost town **CROYDON**

County / Region

SURREYPostcode **CR0 5RV**Country **UNITED KINGDOM**

Day Month Year

Date of birth

2 7 1 2 1 9 7 2Nationality **BRITISH**

Business occupation

SOLICITOR

Other directorships

SEE ATTACHED SHEET

I consent to act as director of the company named on page 1

Consent signature **J Jarvis**Date **5/6/2001**

Directors (continued) (see notes 1-5)

NAME	*Style / Title	MR		*Honours etc						
* Voluntary details	Forename(s)	BEN								
	Surname	O'BRYAN								
	Previous forename(s)									
	Previous surname(s)									
Address	19 JAMES CLOSE									
Usual residential address	WOODLANDS									
For a corporation, give the registered or principal office address.	Post town	LONDON								
	County / Region		Postcode	NW11 9QX						
	Country	UNITED KINGDOM								
	Date of birth	Day	Month	Year	Nationality					
		0	5	0	7	1	9	7	6	BRITISH
	Business occupation	TRAINEE SOLICITOR								
	Other directorships									
	I consent to act as director of the company named on page 1									
Consent signature	BEN O'BRYAN				Date 5/6/2001					

This section must be signed by		
Either		
an agent on behalf of all subscribers	Signed	Date
Or the subscribers	Signed	Date
		5/6/2001
(i.e those who signed as members on the memorandum of association).	Signed	Date
	BEN O'BRYAN	5/6/2001
	Signed	Date
	Signed	Date
	Signed	Date
	Signed	Date

JONATHAN EDWARD MADISON JARVIS

OTHER APPOINTMENTS

Waverley Housing Partnership Limited

Wycombe 2000 Housing

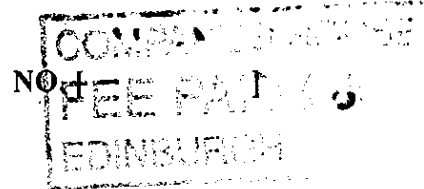
Darlaston Housing Trust Limited

Radial Housing Group Limited

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THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

220297

MEMORANDUM OF ASSOCIATION

-of-

DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP LIMITED

1. NAME

The name of the Company is Dumfries and Galloway Housing Partnership Limited ("the Company").

2. REGISTERED OFFICE

The Company's Registered office is to be located in Scotland.

3. OBJECTS

The objects of the Company shall be primarily in Scotland to:

- (1) provide, construct, improve or manage housing to be kept available for letting or hostels;
- (2) provide land, amenities or services, or provide, construct, repair or improve buildings, (either alone or together with other persons or bodies);
 - (i) for persons who are residents of property owned or managed by the Company; and
 - (ii) where such activity is also being provided to residents of such property to persons who are not residents of such property;

- (3) acquire, or repair and improve, or create by conversion of houses or other property, houses to be disposed of on sale, on lease or on shared ownership terms;
- (4) construct houses to be disposed of on shared ownership terms;
- (5) manage houses which are held on leases or other lettings (not being houses to be kept available for letting, but including dwellings on which a licence to occupy has been granted) or blocks of flats;
- (6) provide services of any description for owners or occupiers of houses in arranging or carrying out works of maintenance, repair or improvement, or encouraging or facilitating the carrying out of such works or in arranging property insurance;
- (7) encourage or give advice on the formation of other registered social landlords or provide services for, and give advice on the running of, such landlords and other voluntary organisations (being organisations whose activities are not carried on for profit) concerned with housing, or matters connected with housing;
- (8) to operate, carry on and supply any ancillary business or services necessary or desirable in connection with the Company's activities.
- (9) to carry on any other activity which may seem to the Company capable of being conveniently carried on in connection with any activity which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights;
- (10) carrying on any other activity permitted to registered social landlords from time to time.
- (11) To submit to registration (contractual or otherwise, as appropriate) with Scottish Homes or its successor organisation.

4. **POWERS**

The Company shall have power to do any thing that a natural or corporate person can lawfully do which is necessary or expedient in furtherance of its objects unless prohibited in this Memorandum provided that:

- (1) the Company shall not accept money on deposit;
- (2) the Board may determine and change conditions under which the Company borrows or lends money, within the conditions laid out below;

- (3) the Company shall not lend money to members save with the prior written consent of Scottish Homes or any successor regulatory body.
5. Without limiting the powers described in Clause 4 the Company shall have power to:
- (1) take or grant or otherwise dispose of any interest in land.
 - (2) carry out works to land, buildings or other property.
 - (3)
 - (a) Subject to such consents as may be required by law to borrow money, issue loan stock or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by such security as the Company shall see fit (including by way of floating charge) upon the whole or any part of the Company's property or assets (whether present or future) and also by giving similar security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it provided that the total borrowing at any time is not more than £500 million.
 - (b) In respect of any proposed borrowing for the purposes of clause 5(3)(a) the amount remaining undischarged of any index-linked loan previously borrowed by the Company or any deep discounted security shall be deemed to be the amount needed to repay such borrowing in full if the pre-existing borrowing became repayable in full at the time of the proposed borrowing.
 - (c) For the purposes of clause 5(3)(a) in respect of any proposed borrowing intended to be index-linked or on any deep discounted security the amount of borrowings shall be deemed to be the proceeds of such proposed borrowings that would be receivable by the Company at the time of the proposed borrowing.
 - (d) The Company shall not pay more than the market rate of interest as determined by the Board having regard to the terms of the loan on any money it borrows.
 - (4)
 - (a) to enter into and perform a Rate Cap Transaction, or series of Rate Cap Transactions, or to enter into a Collar Transaction or series of Collar Transactions or an Interest Rate Swap Transaction where in relation to any such Transaction the following conditions are satisfied namely that:-
 - (i) the relevant instruments relate solely to amounts denominated in Sterling;

- (ii) the relevant transaction provides (in the case of an interest rate swap) for the Company to undertake to pay a specified fixed rate on an applicable notional sum denominated in Sterling, but not otherwise;
- (iii) the relevant transaction in the case of a Collar Transaction provides for the simultaneous buying of an instrument relating to a rate cap and the selling of an instrument providing for a floor at a lower strike price to such Cap;
- (iv) any counterparty to the transaction is one of the principal clearing banks in the United Kingdom;
- (v) the Board or a duly authorised sub-committee established under the Articles considers the entry by the Company into such transaction(s) to be in the best interests of the Company.

PROVIDED that at the time of entry into any such transaction(s) the sum of the Calculation Amount of any such transaction previously entered into and remaining in effect and the Calculation Amount of the proposed transaction(s) shall not exceed (x) the aggregate amount of the Company's Variable Rate Borrowings either at the Effective Date or (y) having regard at the Effective Date to the Company's obligations to repay Variable Rate Borrowings, the amount of Variable Rate Borrowings which will be outstanding at any time on or prior to the proposed Termination Date.

- (b) Before exercising its power under clause 5(4)(a) the Company shall obtain and consider proper advice on the question whether the transaction is satisfactory having regard to:-
 - (i) the possible fluctuations in the rate of interest payable by the Company on its Variable Rate Borrowings during the terms of the relevant transaction;
 - (ii) the Company's ability to meet its payment obligations under such Borrowings during the term of the relevant transaction(s) if such transaction was or were not entered into;
 - (iii) the payment obligation under the relevant transaction(s); and
 - (iv) the Company's actual and projected annual income and expenditure position.

- (c) For the purposes of clause 5(4)(b) proper advice shall mean the advice of a person who is reasonably believed by the Board to be qualified by his ability in the practical experience of financial matters and rate cap transactions, such advice may be given by a person notwithstanding that he gives it in the course of his employment as an Officer.
- (d) A person entering into a relevant transaction as a Floating Rate Payer with the Company who has received a written certificate signed by the Secretary confirming the Company's compliance with clauses 5(4)(b) and (c) shall not be concerned to enquire further whether or not the Company has complied with the provisions of clauses 5(4)(b) and (c) and such transaction shall be valid at the date it is entered into and throughout its term in favour of such person (or any assignee or successor in title) whether or not the provisions of clauses 5(4)(b) and (c) have been complied with .
- (e) For the purposes of this Rule:
 - (i) "Calculation Amount" "Effective Date" "Floating Rate Payer" "Term" and "Termination Dated" have the respective meanings given in the 1991 International Swaps and Derivatives Association (ISDA) Definitions as amended from time to time;
 - (ii) "Variable Rate Borrowings" mean any borrowing by the Company pursuant to clause 5(3) in respect of which the rate of interest has not been fixed for a term in excess of twelve months and the term "fixed" shall exclude any borrowing where the rate of interest is indexed in accordance with a retail price index or other published index;
 - (iii) "Rate Cap Transaction" "Collar Transaction" and "Interest Rate Swap Transaction" mean respectively any transaction so designated within the meaning of the category "Swap Transaction" as defined in the 1991 ISDA Definitions as amended from time to time.
- (5) to insure and arrange insurance cover for the Company from and against all such risks as the Board may think fit and to pay any premium in respect of such insurance.
- (6) to insure and arrange insurance cover for and to indemnify its members, employees and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any

premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in respect of the Company PROVIDED THAT such insurance shall not extend to any liability in respect of an act or omission which such Board Member or Board Members knew or ought reasonably to have known was a breach of duty or trust or which was committed by such Board Member or Board Members recklessly without due regard as to whether such act or omission might be a breach of duty or trust.

- (7) to invest any monies of the Company not immediately required for the furtherance of its objects as it determines and as permitted by law.
- (8) subject to such consents as may be required by law and compliance with all formal guidance issued by the Company's regulators (if any) to purchase or otherwise acquire or to encourage or promote any in any way support or aid the establishment and development of any subsidiary or associated company established for the purposes of carrying on any trade or business either for the purpose of raising funds for the Company or for the furtherance of the objects of the Company.
- (9) to make donations, grants or loans or provide services or assistance to such persons and organisations and on such terms as the Company shall think fit to further the objects of the Company PROVIDED THAT in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

6. APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, save as provided below by way of dividend, bonus or otherwise howsoever by way of profit, to Members and no Board Member other than an executive officer who is a co-opted Board Member shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit or money or money's worth from the Company PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:-

- (1) of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Company (not being a Member or

Board Member other than an executive officer who is a co-opted Board Member) in return for any services rendered to the Company.

- (2) of fees, remuneration or other benefit in money or money's worth to a company of which a Board Member may be a member holding not more than 2% of the share capital of the company.
- (3) to any Board Member of reasonable out-of pocket expenses and of any additional allowances and payments permitted by Scottish Homes or any successor regulatory body.
- (4) of reasonable and proper remuneration to the Council Member or employees thereof (not being a Board Member) in return for any services rendered to the Company.
- (5) of reasonable and proper rent for premises demised or let by the Council Member.
- (6) of reasonable and proper interest on money lent by any body corporate notwithstanding that such body corporate shall be a Member or Board Member.

PROVIDED FURTHER THAT nothing shall prevent a disposal by the Company of a property whether by way of sale, lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the objects of the Company notwithstanding the fact that such person may be a Member and/or Board Member and further nothing shall prevent the Company from managing a property in accordance with its objects notwithstanding the fact that the tenant, lessee, owner occupier or licensee of such property may be a Member or Board Member SUBJECT TO the proviso that any Board Member who is a beneficiary of the Company shall not be entitled to speak in any debate or cast his/her vote in respect of any matter relating solely to the property of which he/she is lessee, owner occupier, tenant or licensee and shall absent himself/herself from such proceedings but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties owned or managed by the Company.

7. **EQUAL OPPORTUNITIES**

The Company shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability.

8. **LIMITED LIABILITY**

The liability of the Members is limited.

9. **MEMBERS GUARANTEE**

Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a Member, or within one year after he/she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

10. **WINDING UP**

If, upon 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 amongst the Members, but shall be given or transferred to some other 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 6 hereof. The decision as to which such institution or institutions is to be determined by the Members at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other similar object PROVIDED THAT such disposal shall be governed by section 23 of the Housing Associations Act 1985 or the provisions of any applicable legislation from time to time.

11. **DEFINITIONS**

Terms defined in the Articles of Association of the Company will have the same meaning in this Memorandum .

WE the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.


NAMES, AND ADDRESSES OF SUBSCRIBERS

1. NAME *J. E. Jarvis* (J. E. JARVIS)
Address FLAT 1, MAYFAIR COURT
15 PARK HILL ROAD,
CRAYFORD, LRO SW8

2. NAME *BEN O'BRYAN* (BEN O'BRYAN)
Address 19 JAMES CLOSE
WOODLANDS
LONDON
NW11 9QX

DATED 5th June 2001

WITNESS to the above Signatures:-



NAME SIMON ARMSTRONG
Address 1ST FLOOR FLAT
33 CECIL ROAD
LONDON
E13 0LS

NO. []

THE COMPANIES ACT 1985

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

220297

ARTICLES OF ASSOCIATION

OF

DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP LIMITED

DEFINITIONS AND INTERPRETATION

1. In the Articles unless the context otherwise requires:

"the Act"	Means the Companies Act 1985 (as amended by the Companies Act 1989) and any statutory modification or re-enactment thereof for the time being in force.
"Area Committees"	Means the Committees created from time to time by the Board for the purposes of assisting the Company in its aim to be responsive to local needs and aspirations.
"the Articles"	Means these Articles of Association as originally adopted or as altered from time to time.
"Board"	Means the Board of directors of the Company from time to time.
"Board Members"	Means the directors for the time being of the Company and shall (save where expressly excluded) include co-optees to the Board pursuant to Article 33.

"Chairperson"	Means the Chairperson of the Company appointed prior to Article 47(1) or in his absence any vice or deputy chairperson appointed pursuant to Article 47(4).
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect..
"Council Board Member"	Means a Board Member appointed by the Council Member pursuant to Article 30.
"Council Member"	Means Dumfries and Galloway Council or any successor body thereto.
"executed"	Means in relation to any contract, agreement or other document and includes any mode of execution.
"Independent Board Member"	Means a Board Member who is not a Council Board Member or a Tenant Board Member.
"Independent Member"	Means any Member designated as such pursuant to Article 3(5).
"Local Authority Person"	Means any person: <ul style="list-style-type: none"> (i) who is or has been a member of a Relevant Council in the preceding 12 months; or (ii) who is an officer of a Relevant Council (which for these purposes shall not include employees with non-managerial posts apart from housing employees); or (iii) who is both an employee and either a director, manager, secretary or other similar officer of a company which is under the control of a Relevant Council; (iv) and in the case of a Board Member (but for the avoidance of doubt not Members) who is spouse, cohabiting partner, or close relative of

a person falling within categories (i), (ii) or (iii) above.

"Member"	Means any person, firm, company or other organisation who is admitted to membership of the Company in accordance with the provisions of these Articles.
"Office"	Means the registered office of the Company.
"Officer Bearer"	Means the chairperson, secretary, treasurer or vice chairperson of the Company.
"registered social landlord"	Means a registered housing association under the Housing Associations Act 1985 as amended or re-enacted from time to time and any organisation registered on the register maintained by Scottish Homes including those registered in accordance with the Housing Associations Act 1985 and those registered by contract (if any).
"Relevant Council"	Means Dumfries and Galloway Council or its successors in title.
"Scottish Homes"	Means Scottish Homes constituted under Part I of the Housing (Scotland) Act 1998 and having its head office at Thistle House, 91 Haymarket Terrace, Edinburgh, and any successor organisation responsible for the regulation of social housing
"the seal"	Means the common seal of the Company.
"Secretary"	Means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
"Tenant"	Means an individual who holds an assured tenancy (or any statutory successor) or licence or lease of a residential property from and occupies a property belonging to the Company.

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| “Tenant Board Member” | Means a Board Member appointed pursuant to Article 31. |
| "Tenant Member" | Means a Member who is at the time of admission to membership a Tenant and is designated as such in accordance with Article 3(5). |
| “Transfer” | Means the transfer of not less than 90% of the housing stock of the Relevant Council to the Company. |
| "the United Kingdom" | Means Great Britain and Northern Ireland. |
2. (1) Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.
- (2) In these Articles words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender.

ADMISSION OF MEMBERS

3. (1) Such persons as are admitted to membership in accordance with these Articles shall be Members of the Company. No person (other than the Council Member) shall be admitted as a Member of the Company unless he is approved by the Board. The Board is entitled at its absolute discretion to grant or refuse any application for membership.
- (2) The Board may not admit any person as a Member who is under 16 years of age.
- (3) Notwithstanding anything herein contained, the Board may not admit any Local Authority Person (other than the Council Member) to membership of the Company.
- (4) The Board may not admit any employee of the Company to membership of the Company PROVIDED THAT employees of the Company who are also Tenants may be admitted to membership of the Company.
- (5) Every Member (other than the Council Member or the subscribers) shall, on admittance, be designated by the Board as a Tenant Member or an Independent

Member as required by Article 1 and such status shall be stated in the register of Members. The decision of the Board as to the designation of the Members shall be final and binding.

4. A corporation which is a Member shall be invited to nominate a person to act as its representative in the manner provided in Section 375 of the Act. Such representative shall have the right on behalf of the corporation (and to the extent only to which the corporation would if a person be entitled to do so) to attend meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the corporation. A corporation may from time to time revoke the nomination of such representative, and nominate another representative in his place. All such nominations and revocations shall be in writing. A representative of a corporation may not be a Member in his own right.

CESSATION OF MEMBERSHIP

5. Any Member may resign from the Company by giving one (1) month's notice (or such period as the Board may in its discretion accept) in writing duly signed to the Secretary and thereupon such Member shall be deemed to have ceased to be a Member from the date of the expiration of such notice.
6. Any Member may be removed from the Company, by a resolution of the Company passed by a majority of at least two-thirds of the votes cast at a General Meeting of which not less than twenty-eight clear days' notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is proposed and to all the other Members of the Company. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is proposed at least twenty-eight clear days before the meeting, and he or its representative for this purpose shall be entitled to be heard by the meeting.
7. (1) The rights of any Member shall be personal and shall not be transferable and shall automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member, being a corporation, ceases to carry on its business or substantially the whole of its business, or if the Member (whether a corporation or not) becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administration, Trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any

analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution.

- (2) A Member shall automatically cease to be a Member if they become a Local Authority Person.
- (3) A Tenant Member shall automatically cease to be a Member if they cease to be a Tenant PROVIDED THAT this Article 7(3) shall not apply in respect of a Tenant Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Member's home.
- (4) An Independent Member shall automatically cease to be a Member if they become a Tenant.
- (5) The cessations referred to in Articles 7(1) to (4) above shall take place forthwith upon the occurrence of the events set out in such Articles and without the need of notice being given to the Member concerned.
- (6) The Board may terminate the membership of a Member if (not being a Tenant Member) they fail to notify the Secretary of a change of address, or if they have failed to either attend or submit apologies for five annual general meetings.

GENERAL MEETINGS AND RESOLUTIONS

8. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
9. The Board may call General Meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than 28 days after receipt of the requisition. If there are not within the United Kingdom sufficient Board Members to call a General Meeting, any Board Member or any Member may call a General Meeting.
10. (1) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Board Member shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together

holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the Meeting of all Members.

- (2) The notice shall specify the time and place of the Meeting and, in the case of an Annual General Meeting, shall specify the Meeting as such.
 - (3) The Notice shall be given to all the Members and to the Board Members and Auditors.
 - (4) Any Member entitled to attend at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting.
 - (5) The Annual General Meeting shall be held within six months of the end of the financial year of the Company.
11. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
12.
 - (1) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Six Members or, if the number of Members at any time exceeds sixty Members, one-tenth thereof or 25 Members (whichever is lower) shall form a quorum PROVIDED THAT this includes at least the Council Member, one Independent Member and one Tenant Member PROVIDED FURTHER THAT if there are fewer than six such members or no such designated members all members of the Company shall form a quorum.
 - (2) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members may determine.
 - (3) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 12(1) the Members present shall constitute a quorum.
13. The Chairperson, if any, of the Board or in his absence some other Board Member nominated by the Board Members shall preside as chairperson of the meeting, but if neither the Chairperson nor such other Board Member (if any) be present within fifteen

minutes after the time appointed for holding the meeting and willing to act, the Members present shall elect a Board Member to be Chairperson.

14. If no Board Member is willing to act as Chairperson, or if no Board Member is present within fifteen minutes after the time appointed for holding the meeting the Members present and entitled to vote shall choose one of their number to be Chairperson provided that if the Chairperson arrives after the meeting has commenced, he will take over as Chairperson as soon as the current agenda item is concluded.
15. A Board Member shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting or meeting of a class or type of Member.
16.
 - (1) The Chairperson may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
 - (2) The Chairperson may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he or the Board Members decide if it appears to him that:-
 - (a) the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
 - (b) the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuance of the meeting; or
 - (c) an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or
 - (d) a proposal of such importance is made that the consideration of a larger number of members is desirable.
 - (3) When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise, it shall not be necessary to give notice of an adjournment or of the business to be transacted at the adjourned meeting.
 - (4) If the Chairperson considers that the meeting place specified in the notice convening the meeting is inadequate to accommodate all those entitled and

wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairperson is satisfied that adequate facilities are available to ensure that members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud-speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

VOTES OF MEMBERS

17. (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

- (a) by the Chairperson; or
- (b) by one-tenth of the Members present having the right to vote at the meeting; or
- (c) by the Council Member.

and a demand by a person as proxy for a Member shall be the same as a demand by a Member.

(2) On a show of hands, every Member present in person shall have one vote. Where, however, an appointed proxy is present in accordance with Article 10(4), and so declares, the Chairperson shall direct a poll.

(3) On a poll the Members present in person or by proxy shall be entitled to vote in accordance with the following percentages of the total votes cast:

- (a) The Council Member: 26.%
- (b) The Independent Members: 32% apportioned equally between them.
- (c) The Tenant Members: 42% apportioned equally between them.

(4) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall be entitled to a casting vote in addition to any other vote he may have.

(5) The Chairperson shall demand a poll in relation to the election of any one or more Independent Board Members under Article 32 (6) where the number of candidates standing for election exceeds the number of vacant places.

18. Unless a poll is duly demanded a declaration by the Chairperson 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
19. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
20. A poll shall be taken as the Chairperson directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. A poll demanded on the election of a Chairperson or on a question of adjournment or in relation to the election of one or more Independent Board Members shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. 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 the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
22. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
23. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.
24. 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 Chairperson whose decision shall be final and conclusive.
25. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the form (or in a form as near thereto as circumstances allow or

in any other form which is usual or which the Board may approve) set out in Appendix A to these Articles.

26. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board Members may approve) set out in Appendix B to these Articles. The maximum number of proxy votes that can be cast by one person shall be 10.
27. This instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board Members may:-
- (1) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (2) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (3) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Board Member;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

28. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

NUMBER OF BOARD MEMBERS

29. (1) The minimum number of Board Members shall be seven and the maximum number of Board Members including co-optees appointed pursuant to Article 33 shall be nineteen, unless additional Board Members are appointed after

nomination by Scottish Homes under Article 29(6) PROVIDED THAT in the event that the number of Board Members shall consist of fewer than nineteen the remaining Board Members shall use reasonable endeavours to appoint further Board Members and may act notwithstanding this Article.

- (2) No more than five Board Members may be Local Authority Persons.
- (3) No more than eight Board Members may be Tenants.
- (4) No more than six Board Members may be Independent Members.
- (5) No person may act as a Tenant Board Member or an Independent Board Member unless they are a Member of the Company or the nominees of member groups or organisations.
- (6) The Board may from time to time appoint additional Board Members nominated by Scottish Homes for such period and on such terms as Scottish Homes may specify. Such Board Members shall be entitled to take part in the deliberations of the Board and vote at any Board meetings thereof on all matters and from the date of such appointment shall be included in the expression "Board Member".
- (7) The First Board Members shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act who shall be deemed to have been appointed under the Articles. Future Board Members shall be appointed as provided subsequently in the Articles.
- (8) No Board Member may act as such until they have signed and delivered to the Board a statement, confirming that they will meet their obligations to the Board and the Company.

APPOINTMENT OF BOARD MEMBERS BY THE COUNCIL MEMBER

30. (1) Subject to Article 29 the Council Member shall have the power from time to time and at any time to appoint up to five persons as Council Board Members and to remove from office any such Board Member.
- (2) Appointment or removal pursuant to Article 30(1) shall be effected by an instrument in writing signed by the Council Member and shall take effect upon lodgement at the registered office of the Company or such date later than such lodgement as may be specified in the instrument.
- (3) No member of the Board other than Council Board Members shall be a Local Authority Person.

- (4) At the second annual general meeting of the Company and at every annual general meeting thereafter all the Council Board Members shall retire from office.

RETIREMENT AND ELECTION OF BOARD MEMBERS

31.
 - (1) At the second annual general meeting of the Company two of the Tenant Board Members shall retire from office. At every subsequent annual general meeting a further two Tenant Board Members shall retire from office.
 - (2) The Tenant Board Members to retire at the second annual general meeting and at any subsequent annual general meeting shall be those who have been longest in office since they last became Tenant Board Members, but as between persons who became Board Members on the same day those to retire shall be chosen by lot if not agreed PROVIDED THAT where a Tenant Board Member is appointed as a consequence of death or retirement (other than by operation of this sub-paragraph) of another Tenant Board Member ("the Predecessor"), the period of time for which the Tenant Board Member shall have held office shall, for the purposes only of this Article 31(2) be deemed to include the period since the last election or appointment of the Predecessor.
 - (3) Prior to the second and thereafter every annual general meeting, direct or indirect elections shall be held among the Tenant Members for the Tenant Board Members to be appointed thereat. The mode and manner of such elections shall be as the Board may from time to time agree subject at all times to compliance with Article 29.
 - (4) The Company Secretary shall announce the results of the elections referred to in Article 31(3) at each relevant annual general meeting and the Tenants so elected shall be duly appointed as Tenant Board Members.
32.
 - (1) at the second annual general meeting of the Company two of the Independent Board Members shall retire from office. At every subsequent annual general meeting a further two of the Independent Board Members shall retire from office.
 - (2) The Independent Board Members to retire at the second annual general meeting and at any subsequent annual general meeting shall be those who have been longest in office since they last became Independent Board Members but as between persons who became Board Members on the same day those to retire shall be chosen by lot if not agreed PROVIDED THAT where an Independent Board Member is appointed as a consequence of the death or retirement (other than by operation of this sub-paragraph) of another Independent Board Member ("the Predecessor"), the period of time for which the Independent Board Member

shall have held office shall, for the purposes only of this Article 32 (2) be deemed to include the period since the last election or appointment of the Predecessor.

- (3) If a Independent Board Member retires from the Board under Article 32(1) or 32(2) above before or on the date of the next Annual General Meeting, they can stand for re-election without being nominated.
- (4) If, at the meeting at which a Board Member retires in accordance with Article 32(1), there are no other candidates to fill the post the retiring Board Member shall, if willing to act, be deemed to have been re-appointed unless a resolution not to reappoint the Board Member is passed by the meeting.
- (5) No person other than an Independent Board Member retiring by rotation shall be appointed as an Independent Board Member at any general meeting unless he is recommended by the Board.
- (6) If at the Annual General Meeting the number of Independent Members standing for election is equal to the number of Independent Members to be elected, the Chairperson will declare them elected without a vote. If there are more candidates standing for election than there are vacant places, those present at the General Meeting will elect members onto the Board. The method of election will subject to Article 17(5) be decided by the Chairperson PROVIDED THAT a vote must be taken in relation to each place to be filled on the Board.
- (7) Subject to Articles 29, 32(4) and (5) the Company may by Ordinary Resolution in General Meeting appoint any person (other than a Local Authority Person) who is willing to act as an Independent Board Member to fill a vacancy.
- (8) Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Board Member retiring by rotation at the meeting) who is recommended by the Board for appointment or reappointment as an Independent Board Member at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Board Members.
- (9) Any candidate for election to the Board shall submit a written statement to the Company in such form as the Board from time to time determines. It shall set out the candidate's full name, address and occupation, and the reasons for their suitability to be a Board Member.

- (10) Nominations must include a signed statement from each member being nominated to show that they are willing to be elected.
- (11) The statement and nomination shall be delivered to the registered office at least seven days before the meeting at which the vacancies on the Board are to be filled.

CASUAL VACANCIES AND CO-OPTIONS

- 33. (1) Subject to Article 29 the Board may appoint a person who is willing to act to be a Board Member to fill a vacancy. The Board may only fill vacancies occurring among Council Board Members where the Council Member shall have failed within three months of a written request by the Company to make the appropriate appointments pursuant to Article 30(1). A Board Member so appointed shall hold office only until the next following annual general meeting. If not re-appointed at such annual general meeting he shall vacate office at the conclusion thereof.
- (2) The Board may from time to time co-opt persons to the Board and may at any time revoke such co-option. Co-optees cannot be Local Authority Persons or Tenants. No more than one-third of Board Members shall be co-opted PROVIDED THAT nothing in this Article 33(2) shall preclude or prevent a Tenant from being coopted to fill a vacancy amongst the Tenant Board Members and any such Tenant shall not be treated as a cooptee for the purposes of this Article 33(2) or Article 33(3) or Article 34(26).
- (3) Co-optees can take part in the Board's discussions and vote at Board meetings on all matters except those which directly affect the membership of the Company or the election of the Company's Office Bearers.

DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS

- 34. A person shall be ineligible for appointment to the Board and if already appointed shall immediately cease to be a Board Member if the relevant individual:-
 - (1) ceases to be a Board Member by virtue of any provision of the Act or becomes prohibited by law from being a Company Director; or
 - (2) becomes bankrupt or makes any arrangement or composition with his creditors generally including, but not limited to, apparent insolvency within the meaning of the Bankruptcy (Scotland) Act 1985; or
 - (3) is, or may be, suffering from mental disorder and either:-

- (a) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (4) resigns his office by notice to the Company; or
- (5) is removed from office by a resolution (or written notice signed by) at least three quarters of all the other Board Members from time to time provided that the vote to ask a Board Member to leave the Board must relate to one of the following issues:-
 - (i) failure to perform to the published standards laid down by SFHA and Scottish Homes adopted and operated by the Company;
 - (ii) failure to comply with the Company's Code of Conduct for Board Members and Financial Regulations;
 - (iii) a serious breach of the Company's Constitution or standing orders;
 - (iv) a serious breach of section 15 of the Housing Associations Act 1985 or the same as may be amended or re-enacted from time to time or to the extent that the Company is then subject to contractual registration by Scottish Homes an action that would constitute a serious breach of Section 15 of the Housing Associations Act 1985 if the Company were registered by Scottish Homes in accordance with that Act.
- (6) in the case of a Board Member who is a Member or representative of a Member he ceases to be a Member of the Company or the representative of a Member (as the case may be) or if the Member whom the Board Member represents ceases to be a Member; or
- (7) shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolves that his office be vacated; or
- (8) in the opinion of a qualified medical doctor, is unable to go to Board Meetings for 12 months because of incapacity due to a physical or mental illness; or

- (9) they are involved in litigation with the Company (other than litigation between the relevant Council and the Company); or
- (10) they have been convicted of an offence; or
- (11) they are or will be away for a period of 12 months and are thus unable to attend the Board Meetings; or
- (12) they have been removed by Scottish Homes, the Housing Corporation, Tai Cymru or any successor regulatory body from the Board of another Housing Association; or
- (13) they have been removed from a charity under Section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (in connection with the power of a Court to remove or suspend any person who is concerned in the management or control of a charity); or
- (14) they are under the age of 18; or
- (15) they are or have within the last six months been in significant arrears in respect of any of their obligations to the Company or if before Transfer to the Relevant Council for a reason (in either case) which was not due to housing benefit processing delays PROVIDED THAT in assessing any such issue the Board shall act reasonably; or
- (16)
 - (a) they have been in serious breach of their tenancy agreement with the Company or if before Transfer to the Relevant Council PROVIDED THAT in assessing any such issue the Board shall act reasonably;
 - (b) they have damaged property leased by them by the Company or before Transfer the Relevant Council or caused distress or nuisance to neighbours; or
 - (c) they have during the past six months received housing benefit which they were not entitled to because they gave false information;
- (17) they breach any rules of confidentiality; or
- (18) they have deliberately claimed expenses to which they were not entitled; or
- (19) they have failed to disclose an interest under Articles 41 or 45; or
- (20) in the case of a Tenant Board Member they cease to be a Tenant of the Company PROVIDED THAT this Article 34(20) shall not apply in respect of a Tenant

Board Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Board Member's home; or

- (21) they are a Tenant Board Member and become a Local Authority Person; or
- (22) they are a Council Board Member and become a Tenant; or
- (23) they are an Independent Board Member and become a Tenant or a Local Authority Person; or
- (24) they are a Tenant and wish to stand as an Independent Board Member;
- (25) they are a co-optee pursuant to Article 33 and their co-option is revoked by the other Board Members;
- (26) they are an employee of the Company or a close relative of such an employee.

POWERS OF THE BOARD

- 35. Subject to the provisions of the Act and the Memorandum and the Articles, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Memorandum or Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 36. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

BORROWING POWERS

- 37. The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any heritable security, floating charge or other security over its undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DELEGATION OF BOARD MEMBERS' POWERS

- 38. The Board may delegate any of their powers to its Area Committees or to any committee consisting of Board Members provided that no more than a third of the members of such a committee may be co-optees. They may also delegate to the Chairperson/or any vice or

deputy Chairperson or to any Office Bearer such of their powers as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying.

ALTERNATE BOARD MEMBERS

39. No Board Member shall be entitled to appoint any person as an alternate Board Member.

BOARD MEMBERS' EXPENSES

40. The Board Members may be paid all travelling, hotel, and other expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or separate meetings of classes or types of Member or of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

41. (1) A Board Member may not have any financial interest personally or as a member of a firm or as a director or senior employee (being an employee with managerial status) of a firm or in any contract or other transaction of the Company unless it is permitted by these Articles and is not prohibited by Clause 6 of the Memorandum or under section 15 of the Housing Associations Act 1985 or the same as may be amended or re-enacted from time to time, or would be prohibited under Section 15 of the Housing Associations Act 1985 if the Company were registered by Scottish Homes in accordance with that Act.
- (2) Each Board Member shall ensure that the Secretary has at all times an up to date list of:
- (a) all bodies trading in which he or she has an interest as:
 - (i) a director or senior employee
 - (ii) a member of a firm
 - (iii) the owner or controller of more than 2% of the issued share capital in a company,
 - (b) all interests as an official or elected member of any statutory body;

- (c) all interests as the occupier of any property owned or managed by the Company; or
 - (d) any other significant or material interest
- (3) For the purposes of Article 41(1) and 41(2) a Board Member shall not be treated as having an interest:
 - (a) of which the Board Member has no knowledge and of which it is unreasonable to expect him to have knowledge;
 - (b) in the establishment of a policy in respect of Board Member expenses payable pursuant to Article 40.
- 42. The Company shall not pay or grant any benefit to anyone who is a Board Member or a co-optee or a Member of a committee of the Board, unless it is expressly permitted by these Articles or by section 15 of the Housing Associations Act 1985 or the same as may be amended or re-enacted from time to time, or would be expressly permitted by section 15 of the Housing Associations Act 1985 if the Company were registered by Scottish Homes in accordance with that Act.

BOARD MEETINGS

- 43. (1) The Board may regulate their proceedings as they think fit provided that it must meet at least six times a year and the quorum for the transaction of the business of the Board at the time when the meeting proceeds to business shall be seven, provided that co-optees shall not be counted towards the quorum and PROVIDED THAT this includes at least one Council Board Member, one Independent Board Member and one Tenant Board Member.
- (2) If a quorum is not present within half an hour from the time appointed for a Board Meeting the Board Meeting shall, if requested by a majority of those Board Members present, be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members present may determine.
- (3) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 43(1) the Board Members present shall constitute a quorum.
- (4) The Board will continue to act while it has vacancies for Members. However, if at any time the number of Board Members falls below seven, the Board can continue to act only for another two months. If at the end of that period the Board

has not found new members to bring the number of Board Members up to seven, the only power it will have is to act to bring the number of Board Members up to seven.

44. Questions arising at a Board Meeting shall be decided by a majority of votes and each Board Member present in person shall be entitled to one vote. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
45. (1) Any Board Member having an interest in any arrangement between the Company and another person or body shall disclose that interest to the meeting before the matter is discussed by the Board or committee of the Board. Unless the interest is of the type specified in Articles 45(2) or 43(3) the Board Member concerned shall not remain present during the discussion of that item. Unless permitted by Articles 45(2) or 45(3) the Board Member concerned may not vote on the matter in question, but no decision of the Board or any committee of the Board shall be invalidated by the subsequent discovery of an interest which should have been declared.
- (2) Provided the interest has been properly disclosed pursuant to Article 45(1) a Board Member may remain present during the discussion and may vote on the matter under discussion where the interest arises:
- (a) because the board member is a tenant so long as the matter in question affects all or a substantial group of tenants; or
 - (b) because the Board Member is a director or other officer of a company or body which is a Parent, subsidiary or associate of the Company; or
 - (c) because the Board Member is an official or elected member of any statutory body including without prejudice the Relevant Council PROVIDED THAT his/her interest does not arise in relation to any contractual arrangement (proposed or actual) between the Company and the statutory body of which the Board Member is an official or elected member.
- (3) A Board Member shall not be treated as having an interest:
- (a) of which the Board Member has no knowledge and of which it is unreasonable to expect him to have knowledge;
 - (b) in the establishment of a policy in respect of Board Member expenses payable pursuant to Article 40.

46. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the Chairperson of the meeting and his ruling in relation to any Board Member other than himself shall be final and conclusive.
47. (1) At the first Board Meeting following each annual general meeting the Board Members shall appoint one of their number to be the Chairperson of the Board to hold office until the next annual general meeting and may remove him from that office by a vote of two thirds of those Board Members present at a Board meeting called for that purpose.
- (2) Unless he is unwilling to do so, the Board Member so appointed shall preside at every meeting of the Board at which he is present. But if there is no Board Member holding that office, or if the Board Member holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Board Members present may appoint one of their number to be Chairperson of the meeting provided that if the Chairperson arrives late he shall take over as Chairperson of the meeting as soon as the current agenda item is concluded.
- (3) The Chairperson can be re-elected but must not hold office continuously for more than five concurrent years.
- (4) The Board may appoint a vice or deputy chairperson to act in the absence of the Chairperson on such terms as the Board shall think fit.
48. All acts done by a meeting of the Board, or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.

WRITTEN RESOLUTION

49. A resolution in writing signed by all the Board Members entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held.

SECRETARY

50. Subject to the provisions of the Act, the Secretary and any deputy or alternate Secretary and any other Office Bearers shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. If the Secretary cannot carry out his duties, the Board, or in any emergency the Chairperson, can ask another Office Bearer or employee to carry out the Secretary's duties.

MINUTES

51. (1) The Board shall cause minutes to be made in books kept for the purpose:-
- (a) of all appointments of officers made by the Board Members; and
 - (b) of all proceedings at meetings of the Company and of the Board, and of committees of the Board and of any class or type of Member, including the names of the Board Members present at each such meeting.
- (2) Minutes must be presented at the next appropriate meeting and signed by the Chairperson of the meeting at which they are presented. All minutes signed by the Chairperson of the meeting shall be conclusive evidence of the proceedings of the meeting.

RECORDS ACCOUNTS AND RETURNS

52. The Company shall comply with the provisions of Part VII of the Act in respect of:-
- (1) the keeping and auditing of accounting records;
 - (2) the provision of accounts and annual reports of the directors; and
 - (3) in making an annual return

THE SEAL

53. (1) If the Company has a seal it shall only be used with the specific or general authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Board Member and by the Secretary or a second Board Member.

- (2) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board Members.

NOTICES

54. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board or of a committee of the Board need not be in writing.
55. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
56. A Member present, either in person or by proxy, at any meeting of the Company or any class or type of Member shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
57. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

INDEMNITY

58. (1) Every Board Member or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto (including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him), and no Board Member or other officer shall be liable for any loss, damage or misfortune which may happen to, or be incurred by, the Company in the execution of the duties of his office, or in relation thereto PROVIDED THAT this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (2) The Board shall have the power to purchase and maintain for Board Members or officers or employees of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.


RULES OR BYE LAWS

59. The Board may from time to time and subject to the prior approval of Scottish Homes or any successor regulatory body make and amend such Rules and Byelaws as they may from time to time deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules and Bye laws regulate:

- (1) the admission of Members of the Company, and the rights and privileges of the terms on which Members may resign or have their membership terminated insofar as these are not provided in the Articles;**
- (2) the conduct of Members of the Company in relation to one another, and to the Company's employees;**
- (3) the setting aside of the whole or any part of parts of the Company's premises at any particular time or times or for any particular purpose or purposes;**
- (4) the procedure at General Meetings and meetings of the Board Members and Committees of the Company in so far as such procedure is not regulated by these Articles;**
- (5) and, generally, all such matters as are commonly the subject matter of Company rules.**

The Company in General Meeting shall subject to the prior approval of Scottish Homes or any successor regulatory body have power to alter or repeal the Rules and Bye laws and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules and Bye laws, which so long as they shall be in force, shall be binding on all Members of the Company provided nevertheless, that no Rule or Bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of the Company.


NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

 (J.E. JARVIS) - SOLICITOR

FLAT 1, MAYFAIR COURT,

15 PARK HILL RISE

CLAYDON CR0 5RU

 (BEN O'BRYAN) - TRAINEE SOLICITOR

19 JAMES CLOSE, WOODLANDS

LONDON NW11 9QX

DATED this 5th day of June 2001

WITNESS to the above signatures:



SIMON ARMSTRONG

1ST FLOOR FLAT

33 CECIL ROAD

LONDON

E13 0LS

APPENDIX A

"Dumfries and Galloway Housing Partnership Limited

I/We, , being a Member/Members of the above-named company, hereby appoint

, or failing him,

of , as my/our proxy to vote
in [my/our name[s] and on [my/our] behalf at the annual/extraordinary general meeting of the
Company to be held on [], and at any adjournment thereof.

Signed on this day of 2001."

APPENDIX B

"Dumfries and Galloway Housing Partnership Limited

I/We,

being a Member/Members of the above-named company, hereby appoint

of , or failing him, of , as
my/our proxy to vote in [my/our name[s]] and on [my/our] behalf at the annual/extraordinary
general meeting of the Company to be held on [2000] , and at any
adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from
voting.

Signed this day of 2001,"



FILE COPY

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company Number 220297

The Registrar of Companies for Scotland hereby certifies that under the Companies Act 2006:

**DUMFRIES AND GALLOWAY HOUSING PARTNERSHIP
LIMITED**

a company incorporated as private limited by guarantee, having its registered office situated in Scotland, has changed its name to:

WHEATLEY HOMES SOUTH LIMITED

Given at Companies House on **27th September 2022**



* NSC220297D *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**SUPERSEDES ARTICLES OF ASSOCIATION DATED 12
DECEMBER 2019**

Company number: SC220297

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
OF
WHEATLEY HOMES SOUTH LIMITED**

PRELIMINARY

1. The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of the Company

DEFINITIONS AND INTERPRETATION

2. In the Articles (as hereinafter defined) unless the context otherwise requires:

"2005 Act"	Means the Charities and Trustee Investment (Scotland) Act 2005.
"the Act"	Means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force.
"Articles"	Means these Articles of Association as originally adopted or as altered from time to time.
"Board"	Means the Board of directors of the Company from time to time.
"Board Members"	Means the directors for the time being of the Company and shall (save where expressly excluded) include co-optees to the Board pursuant to Article 43.
"Chairperson"	Means the Chairperson of the Board appointed in accordance with Article 60(2).
"clear days"	In relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
"Closely Connected"	Has the meaning ascribed to that term in the Code of Conduct.



"Code of Conduct"	Means the code of conduct for Board Members and members of District Management Committees adopted from time to time by the Board.
"Effective Date"	Means the date at which the Parent becomes a Member of the Company.
"Electronic Communication"	Has the same meaning as is assigned to that expression in the Electronic Communications Act 2000.
"executed"	Means in relation to any contract, agreement or other document and includes any mode of execution.
"Fixed Term"	Has the meaning given in Article 39.
"Group"	Means the Parent, the Company, and any Subsidiary from time to time.
"Group Agreement"	Means the written agreement from time to time between the Company and the Parent in relation to the objectives and operation of the Group.
"Guarantee"	Means any guarantee and includes any obligation (including as primary obligor), including a contract of indemnity or suretyship, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for securities and purchase of assets or services), indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any Subsidiary or any other person.
"Housing Act"	Means the Housing (Scotland) Act 2010.
"Independent Board Member"	Means a Board Member who is not a Tenant Board Member or the Parent Appointee.
"Member"	Means any person who is admitted to membership of the Company in accordance with the provisions of these Articles.
"Office"	Means the registered office of the Company.
"Officer Bearer"	Means the chairperson, secretary, treasurer or vice chairperson of the Company.
"OSCR"	Means the Office of the Scottish Charity Regulator, as constituted by Section 1 of the 2005 Act as a Non-Ministerial Department of the Scottish Administration and having its principal place of business at 2nd Floor,

Quadrant House, 9 Riverside Drive, Dundee, DD1 4NY.

"Parent"	Means Wheatley Housing Group Limited, a company limited by guarantee and registered in Scotland (number SC426094) having its registered office at Wheatley Housing, 25 Cochrane Street, Glasgow, G11HL.
"Registered Social Landlord"	Means a social landlord registered on the register maintained by The Scottish Housing Regulator pursuant to Section 20 of the Housing Act.
"Relevant Business"	Means a business trading for profit: <ul style="list-style-type: none">(a) of which a Board Member or any person Closely Connected to a Board Member is a principal proprietor; and/or(b) in respect of which a Board Member or any person Closely Connected to a Board Member has direct or significant management control or responsibility.
"Relevant Council"	Means Dumfries and Galloway Council or its successors in title.
"Scottish Housing Regulator"	Means the body known as The Scottish Housing Regulator, established pursuant to Section 1 of the Housing Act and having its head office at Buchanan House, 58 Port Dundas Road, Glasgow or any other body which takes over all or substantially all of its regulatory and supervisory powers and responsibilities or any body which takes over any or all of its powers and responsibilities in each case in relation to the regulation of social housing.
"the seal"	Means the common seal of the Company.
"Secretary"	Means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
"Subsidiary"	Means any organisation which is from time to time a subsidiary of either the Company or the Parent within the meaning of Section 164 of the Housing Act.
"Standing Orders"	Means the standing orders of the Company adopted from time to time by the Board.

"Tenant"	Means a tenant of the Company from time to time occupying a residential property under a Scottish secure tenancy or any statutory tenancy which from time to time may replace such tenancy.
"Tenant Board Member"	Means a Board Member appointed pursuant to these Articles who is also a Tenant.
"Tenant Member"	Means a Member who is at the time of admission to membership a Tenant and is designated as such in accordance with Article 9(4).
"Transfer"	Means the transfer of not less than 90% of the housing stock of the Relevant Council to the Company.
"the United Kingdom"	Means Great Britain and Northern Ireland.

3. Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company. In these Articles words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender.
4. Without prejudice to any of the foregoing, each reference herein to the "Housing Act" shall include reference to the equivalent or replacement provision in the Housing (Scotland) Act 2010 or to any subsequent re-enactment or amendment thereof.

OBJECTS

5. The objects of the Company shall be primarily in Scotland to operate for the relief of those in need by reason of age, ill health, disability, financial hardship or other disadvantage through:
 - (1) the provision, construction, improvement and/or management of land and accommodation;
 - (2) the provision of care; and
 - (3) the undertaking of any activity allowed under Section 58 of the Housing (Scotland) Act 2001 (as amended by the Housing (Scotland) Act 2006 and the Registered Social Landlords (Purposes or Objects) (Scotland) Order 2006) which is charitable both for the purposes of section 7 of the 2005 Act and also section 505 of the Income and Corporation Taxes Act 1988.

POWERS

6. The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary or expedient in furtherance of its objects unless prohibited in these Articles provided that:

- (1) the Company shall not accept money on deposit;
- (2) subject to the terms of Article 5, the Board may, determine and change conditions under which the Company borrows or lends money but from the Effective Date this must only be with the prior written approval of the Parent; and
- (3) the Company shall not lend money to Members except as permitted by these Articles.

7. Without limiting the powers described in Article 6, the Company shall have power to:

- (1) acquire, take or grant or otherwise dispose of any interest in land;
- (2) dispose, in such manner as the Board sees fit, of land and of other assets or interests of the Company, present or future, including by way of heritable security, floating charge, security assignment, mortgage or charge;
- (3) carry out works to land, buildings or other property;
- (4)
 - (a) subject to such consents as may be required by law to borrow money, issue loan stock or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by such security as the Company shall see fit (including by way of floating charge) upon the whole or any part of the Company's property or assets (whether present or future) and also by giving similar security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it provided that the total borrowing at any time is not more than £500 million or such larger sum as the Company, with the prior written consent of the Parent, determines from time to time in general meeting. The Company can enter into any Guarantee in respect of or to secure by heritable security, mortgage, charge, floating charge, lien or other security which the Company is permitted by law to grant, upon the whole or any part of the Company's property or assets, the obligations and liabilities of any Subsidiary; or of any joint venture established by the Company (or by a Subsidiary) with any entity or entities. The foregoing power is valid notwithstanding, and is in no way limited by, any limits on the borrowing or lending powers of the Company (including the foregoing limits) contained in these Articles or otherwise;
 - (b) in respect of any proposed borrowing for the purposes of Article 7(4)(a) the amount remaining undischarged of any index-linked loan previously borrowed by the Company or any deep discounted security shall be deemed to be the amount needed to repay such borrowing in full if the pre-existing borrowing became repayable in full at the time of the proposed borrowing;
 - (c) for the purposes of Article 7(4)(a) in respect of any proposed borrowing intended to be index-linked or on any deep discounted security the amount of borrowings shall be deemed to be the proceeds of such proposed borrowings that would be receivable by the Company at the time of the proposed borrowing;
 - (d) the Company shall not pay more than the rate of interest which the Board considers to be the then market rate of interest on any money borrowed, having regard to the terms of the loan on any money it borrows;
 - (e) Subject to the provisions of Articles 6(3) and 7(4)(i), with the prior written approval of the Parent, lend money to any person or organisation including,

- without limitation, the Parent; any Subsidiary; any joint venture established by the Company or by the Parent or by any Subsidiary, with another entity or entities, on terms which the Board deems appropriate at the time of entering into the transaction. Where the Company is using a loan facility to on lend it must comply with the Regulatory Framework and Regulatory Guidance issued by The Scottish Housing Regulator from time to time;
- (f) borrow money from such lawful sources as is permitted by its treasury management policy subject always to the requirement that the Company will comply with the Regulatory Framework and Regulatory Guidance issued by The Scottish Housing Regulator from time to time;
 - (g) Subject to the foregoing provisions, the Board can, with the prior written approval of the Parent, determine and change conditions under which the Company can borrow or lend money;
 - (h) subscribe to, purchase or acquire in any other way, any incorporeal property (including but without generality of the foregoing any stock, share, security, debenture or debenture stock in each case whether preferred, deferred or secured or unsecured) of any Subsidiary; and
 - (i) with the exception of the Parent, the Company shall not lend money to Members.
- (5) To insure and arrange insurance cover for the Company from and against all such risks as the Board may think fit and to pay any premium in respect of such insurance.
 - (6) To insure and arrange insurance cover for and to indemnify its Members, employees and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in respect of the Company PROVIDED THAT such insurance shall not extend to any liability in respect of an act or omission which such Board Member or Board Members knew or ought reasonably to have known was a breach of duty or trust or which was committed by such Board Member or Board Members recklessly without due regard as to whether such act or omission might be a breach of duty or trust.
 - (7) To invest any monies of the Company not immediately required for the furtherance of its objects as it determines and as permitted by law.
 - (8) Subject to such consents as may be required by law and compliance with all formal guidance issued by the Company's regulators (if any) to purchase or otherwise acquire or to encourage or promote or in any way support or aid the establishment and development of any Subsidiary or associated company established for the purposes of carrying on any trade or business either for the purpose of raising funds for the Company or for the furtherance of the objects of the Company.
 - (9) To make donations, grants or loans or provide services or assistance to such persons and organisations and on such terms as the Company shall think fit to further the objects of the Company PROVIDED THAT in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

APPLICATION OF INCOME AND PROPERTY

8. The income and property of the Company shall be applied solely towards the promotion of its charitable objects as set forth in Article 5 and no portion thereof shall be paid or transferred, directly or indirectly (save as may otherwise be provided in terms of this Article 8) by way of dividend, bonus or otherwise howsoever by way of profit, to Members PROVIDED THAT nothing in this Article 8 shall prevent any payment in good faith by the Company:
- (1) of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Company in return for any services rendered to the Company;
 - (2) of fees, remuneration or other benefit in money or money's worth to a company of which a Board Member may be a member holding not more than 2% of the share capital of the company;
 - (3) to any Board Member of reasonably and properly incurred out-of-pocket expenses and of any additional allowances and payments permitted by The Scottish Housing Regulator or any successor regulatory body;
 - (4) of reasonable and proper remuneration to any employee thereof in return for any services rendered to the Company; and
 - (5) of reasonable and proper interest on money lent by any body corporate notwithstanding that such body corporate shall be a Member or Board Member.

PROVIDED FURTHER THAT nothing shall prevent a disposal by the Company of a property whether by way of sale, lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the objects of the Company notwithstanding the fact that such person may be a Member and/or Board Member and further nothing shall prevent the Company from managing a property in accordance with its objects notwithstanding the fact that the tenant, lessee, owner occupier or licensee of such property may be a Member or Board Member SUBJECT TO the proviso that any Board Member who is a beneficiary of the Company shall not be entitled to speak in any debate or cast his/her vote in respect of any matter relating solely to the property of which he/she is lessee, owner occupier, tenant or licensee and shall absent himself/herself from such proceedings but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties owned or managed by the Company.

ADMISSION OF MEMBERS

9. (1) Such persons as are admitted to membership in accordance with these Articles shall be Members of the Company. Except in relation to the Parent, no person shall be admitted as a Member of the Company unless he/she is approved by the Board. Except in relation to the Parent, the Board is entitled at its absolute discretion to grant or refuse any application for membership.
- (2) The Board may not admit any person as a Member who is under 16 years of age.
- (3) The Board may not admit any employee of the Company to membership of the Company PROVIDED THAT employees of the Company who are also Tenants may be admitted to membership of the Company.

- (4) With the exception of the Parent and Independent Board Members, every Member shall, on admittance, be designated by the Board as a Tenant Member and such status shall be stated in the register of Members. With the exception of the Parent the decision of the Board as to the designation of the Members shall be final and binding.
 - (5) The Parent shall be a Member of the Company.
 - (6) Subject to Article 37(5), the Board shall have deemed to have admitted a person as a Member from the date on which he/she was appointed as a Board Member under these Articles and his/her name and other necessary particulars will be included in the register of Members within seven working days.
 - (7) The Parent and the Company, together with all other organisations in the Group will document, formally and in terms that are transparent and understandable, their constitutional and financial relationships through the Group Agreement or similar document. The role of the Company and its relationship with other organisations in the Group must be undertaken in a manner consistent with the 2005 Act.
 - (8) Notwithstanding the other provisions of this Article 9, from the Effective Date the Parent may in its absolute discretion admit or remove any person as a Member.
 - (9) Any requirement under these Articles to seek approval, consent or ratification from the Parent shall only apply from the Effective Date.
 - (10) Any requirement under these Articles for the Parent or Parent Appointee to be issued with notice of a meeting or to form part of a quorum at a meeting shall only apply from the Effective Date.
10. The Parent will nominate a person to act as its representative in the manner provided in Section 323 of the Act. Such representative shall have the right on behalf of the Parent (and to the extent only to which the Parent would if a person be entitled to do so) to attend meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the Parent. The Parent may from time to time revoke the nomination of such representative, and nominate another representative in his/her place. All such nominations and revocations shall be in writing. A representative of the Parent may not be a Member in his/her own right.

LIMITED LIABILITY

11. The liability of the Members is limited.

MEMBERS' GUARANTEE

12. Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a Member, or within one year after he/she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

CESSATION OF MEMBERSHIP

13. Any Member may resign from the Company by giving seven days' notice (or such other period as the Board may in its discretion accept) in writing duly signed to the Secretary and

thereupon such Member shall be deemed to have ceased to be a Member from the date of the expiration of such notice.

14. Except in the case of the Parent any Member may be removed from the Company by a resolution of the Company passed by a majority of at least two-thirds of the votes cast at a General Meeting of which not less than twenty-eight clear days' notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is proposed and to all the other Members of the Company. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is proposed at least twenty-eight clear days before the meeting, and he or its representative for this purpose shall be entitled to be heard by the meeting.
15.
 - (1) The rights of any Member shall be personal and shall not be transferable and shall automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member, being a corporation, ceases to carry on its business or substantially the whole of its business, or if the Member (whether a corporation or not) becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administration, Trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution.
 - (2) A Tenant Member shall automatically cease to be a Member if they cease to be a Tenant PROVIDED THAT this Article 15(2) shall not apply in respect of a Tenant Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Member's home.
 - (3) An Independent Board Member shall automatically cease to be a Member following:
 - (a) retirement pursuant to Articles 38(1) and 42;
 - (b) removal or disqualification for one of the issues referred to in Article 44; or
 - (c) resignation of the Chairperson pursuant to Article 60.
 - (4) The cessations referred to in Articles 15(1) to (4) above shall take place forthwith upon the occurrence of the events set out in such Articles and without the need of notice being given to the Member concerned.
 - (5) Except in the case of the Parent, the Board may terminate the membership of a Member (not being a Tenant Member) if they fail to notify the Secretary of a change of address, or if they have failed to either attend or submit apologies for five annual general meetings.

GENERAL MEETINGS AND RESOLUTIONS

16. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

17. The Board may call General Meetings and, on the requisition of (i) the Parent or (ii) the Members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than 28 days after receipt of the requisition. If there are not within the United Kingdom sufficient Board Members to call a General Meeting, any Board Member or any Member may call a General Meeting.
18.
 - (1) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Board Member shall be called by at least fourteen clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the General Meeting of all Members.
 - (2) The notice shall specify the time and place of the Meeting and, in the case of an Annual General Meeting, shall specify the Meeting as such.
 - (3) The notice shall be given to all the Members and to the Board Members and Auditors.
 - (4) Any Member entitled to attend at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his/her proxy to attend instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting.
 - (5) The Annual General Meeting shall be held within six months of the end of the financial year of the Company.
19. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, other than the Parent, shall not invalidate the proceedings at that meeting. Subject to the provisions of the Act, failure of the Company to send a notice calling the meeting to the Parent will invalidate the proceedings of that meeting.
20.
 - (1) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. The quorum for a General Meeting shall be the Parent and at least six other Members or, if the number of Members at any time exceeds sixty Members, one-tenth thereof or 25 other Members (whichever is lower) PROVIDED THAT if there are fewer than six such Members all Members of the Company shall form a quorum.
 - (2) If the Parent is not present in person or by representative and/or a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members may determine. There is no need to give notice to Members of the adjourned meeting, with the exception of the Parent, who must receive such notice if it was not present in person or represented at the meeting to be rescheduled. If at

the adjourned meeting a quorum is not present at the scheduled starting time then notwithstanding Article 20(1), the Members present shall constitute a quorum.

- (3) The Parent shall be deemed to be present in person at any general meeting if it is represented in person by an individual (who need not be a Member) who is appointed to act as such by or on behalf of the Parent in accordance with Article 10.
 - (4) The Board shall determine the manner in which General Meetings of the Company are held, subject to the prior approval of the Parent.
21. The Chairperson or, in his/her absence, some other Board Member nominated by the Board Members, shall preside as chairperson of the meeting, but if neither the Chairperson nor any vice chair nor such other Board Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Members present shall elect a Board Member to be chairperson of the meeting.
22. If the Chairperson arrives after the meeting has commenced, he/she will take over as chairperson of the meeting as soon as the current agenda item is concluded.
23.
 - (1) The Chairperson may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
 - (2) The Chairperson may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he/she or the Board Members decide if it appears to him that:-
 - (a) the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
 - (b) the conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuance of the meeting; or
 - (c) an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or
 - (d) a proposal of such importance is made that the consideration of a larger number of members is desirable.
 - (3) When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise, it shall not be necessary to give notice of an adjournment or of the business to be transacted at the adjourned meeting to any other person except the Parent. Failure to provide notice to the Parent in accordance with this Article 23 will invalidate proceedings of the meeting.
 - (4) If the Chairperson considers that the meeting place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairperson is satisfied that adequate facilities are available to ensure that members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether

by the use of microphones, loud-speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

VOTES OF MEMBERS

24. (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

- (a) by the Chairperson;
- (b) by one-tenth of the Members present having the right to vote at the meeting;
or
- (c) the Parent,

and a demand by a person as proxy for a Member shall be the same as a demand by a Member.

- (2) Except in relation to the special resolutions in Article 25, on a show of hands, every Member present in person, including the Parent, shall have one vote.

Where, however, an appointed proxy is present in accordance with Article 18(4), and so declares, the Chairperson shall direct a poll.

- (3) Where a vote is by a poll every Member present in person, including the Parent, or who has appointed a representative has one vote. Where an appointed proxy is present, he/she must advise the Chairperson and the Chairperson shall direct that the vote be by poll.

- (4) Except where a resolution is passed in accordance with the provisions of Article 25(2), in the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall be entitled to a casting vote in addition to any other vote he/she may have.

25. At any meeting called for the passing of a special resolution by the Secretary in accordance with these Articles for the purpose of considering and, if appropriate, approving:

- (1) any amendments, additions or deletions to any of these Articles;
- (2) the winding up or dissolution of the Company; and/or
- (3) any change of name of the Company,

the Parent shall be allocated and shall be entitled to cast three quarters of the votes available to be cast on the relevant special resolution at the meeting and the other Members of the Company (collectively the "Other Members") shall among them be entitled to cast one quarter of the votes available to be cast on the relevant special resolution at the meeting (including by way of poll). Votes exercisable by the Other Members in terms of this Article 25 shall be counted for and against the relevant special resolution(s) in the proportions for and against actually cast by each of the Other Members who are present and voting at the meeting in person or by proxy respectively. The Secretary shall make arrangements for

such Other Members to vote on the special resolution(s) separately and shall count the number of votes in favour and against the special resolution(s) and shall notify the meeting of the totals and accordingly the manner in which the one quarter of votes available to be cast on the relevant special resolution at the meeting and exercisable by the Other Members have been cast. The Secretary shall notify the meeting of the decision of the vote having regard to the votes cast by the Parent.

26. Unless a poll is duly demanded, a declaration by the Chairperson that a resolution: has been carried; or carried unanimously or by a particular majority; or lost; or not carried by a particular majority, together with an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
27. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
28. A poll shall be taken as the Chairperson directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. A poll demanded on the question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. 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 the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
30. Other than the Parent being given notice, no notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
31. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he/she was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.
32. 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 Chairperson whose decision shall be final and conclusive.
33. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve) set out in Appendix A to these Articles.
34. Where it is desired to afford Members an opportunity of instructing the proxy how he/she shall act the instrument appointing a proxy shall be in the form (or in a form as near thereto

as circumstances allow or in any other form which is usual or which the Board Members may approve) set out in Appendix B to these Articles. The maximum number of proxy votes that can be cast by one person shall be 10.

35. This instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board Members may:-
- (1) be deposited at the Office, submitted to the Company by Electronic Communication or delivered to such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (2) in the case of a poll taken more than 48 hours after it is demanded, be deposited, submitted or delivered as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (3) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Board Member; and
 - (4) an instrument of proxy which is not deposited, submitted or delivered in a manner so permitted shall be invalid.
36. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or otherwise, at which the instrument of proxy was duly deposited, submitted or delivered before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 36A. The Chairperson will report to the meeting the details of any documents seeking to appoint a proxy received but which are not valid.

COMPOSITION OF THE BOARD

37. (1) The Company shall have a Board. The minimum number of Board Members shall be seven and the maximum number of Board Members (including co-optees appointed pursuant to Article 43) shall be fifteen, unless additional Board Members are appointed after nomination by The Scottish Housing Regulator under Article 37(4). The Board shall comprise:
- (a) no more than three Tenant Board Members;
 - (b) no more than six Independent Board Members; and
 - (c) if appointed, one Board Member shall be the Parent Appointee.
- (2) In the event that at any time there shall be fewer than three Tenant Board Members on the Board or fewer than ten Board Members in total then the remaining Board Members shall use reasonable endeavours to appoint further Tenant Board

- Members and / or Independent Board Members so as to bring the number of Tenant Board Members up to three or the total number of Board Members up to ten and may continue to act and exercise all of the powers of the Board.
- (3) No person may act as a Tenant Board Member unless they are a Member of the Company.
 - (4) The Board may from time to time appoint additional Board Members nominated by The Scottish Housing Regulator for such period and on such terms as The Scottish Housing Regulator may specify. Such Board Members shall be entitled to take part in the deliberations of the Board and vote at any Board meetings thereof on all matters and from the date of such appointment shall be included in the expression "Board Member".
 - (5) From the Effective Date no Board Member may act as such until their appointment has been ratified by the Parent and they have signed and delivered to the Board a statement, confirming that they will meet their obligations to the Board and the Company as set out in the Code of Conduct. Except in the case of the Parent Appointee any Board Member who has, without good cause, failed to sign such a statement within four weeks of appointment to the Board shall immediately cease to be a Board Member.

RETIREMENT AND APPOINTMENT OF BOARD MEMBERS

38. (1) With the exception of the Parent Appointee, each Board Member who has served their Fixed Term (as defined in Article 39) shall retire from office after expiry of their Fixed Term.
- (2) The Board shall appoint Tenant Board Members or, as the case may be, Independent Board Members, to fill the vacancies created by any retirements under Article 38(1).
- (3) The persons appointed by the Board as Tenant Board Members and Independent Board Members in terms of Article 38(2) shall be those persons who the Board considers meet the requirements of Article 38(4) and whose appointment has been ratified by the Parent.
- (4) No person shall be eligible for appointment as a Board Member in terms of this Article 38 unless the Board is satisfied that he or she is an individual who has the skills, experience and / or objectivity that are necessary or desirable to further the objects of the Company. The skills, experience and objectivity which prospective Tenant Board Members and / or Independent Board Members must have shall be determined by the Board from time to time.
- (5) The Parent may from time to time and at any time by written notice to the registered office of the Company appoint up to one person as a Board Member (the "Parent Appointee") and by like notice remove or replace the Parent Appointee and in each case, such appointment or removal shall take effect upon the date of lodgement of such written notice at the Company's registered office or such later date as may be specified in the notice.
- (6) Notwithstanding any other provision of these Articles:

- (a) the Parent is the parent body of the Company and shall be entitled to appoint any number of Board Members and remove from office any and all Board Members as it may in its sole discretion determine;
 - (b) any appointments and removals from office in terms of Article 38(6)(a) may be made from time to time and at any time by notice in writing or by Electronic Communication on behalf of the Parent and, in each case, shall take effect upon the date of receipt of the notice at by the Company or such later date as may be specified in the notice; and
 - (c) all candidates for appointment or re-appointment as Board Members in terms of these Articles shall first be approved in writing or by Electronic Communication by the Parent and any such appointment or re-appointment of a Board Member shall not take effect unless and until such approval has been given.
39. The Tenant Board Members and Independent Board Members appointed by the Board in terms of Article 38(2) shall be appointed for a fixed term of three years (a "Fixed Term"), unless the Board has set a lower number of years for the relevant Board Member on their appointment, subject to the terms of Article 40. No Fixed Term shall be set which would cause the relevant Board Member to serve for more than a period of nine years (whether continuous or in aggregate), unless otherwise approved by the Parent in accordance with Article 44(27).
40. For the purposes of Article 39, the Fixed Term of a Board Member shall be calculated taking into account any period of service as a Board Member since the date on which the relevant Board Member was first elected or appointed as a Board Member.
41. Any Board Member who retires from office under Article 38(1) shall, subject to the terms of Article 42, be eligible for re-appointment by the Board.
42. (1) Any Board Member who retires from office under Article 38(1) shall be eligible for re-appointment by the Board, provided that:
- (a) where the relevant Board Member has only served one Fixed Term, that Board Member can be re-appointed by the Board;
 - (b) where the relevant Board Member has served two Fixed Terms, he/she shall only be eligible for re-appointment for one further Fixed Term, but only with the prior approval of the Parent; and
 - (c) where any Board Member has nine years' service on the Board, that Board Member shall retire with effect from the end of the Annual General Meeting which occurs at the expiry of their ninth year of office and shall not be eligible for re-appointment as a Board Member, unless otherwise approved by the Parent in accordance with Article 44(27).
- (2) If a Board Member leaves the Board for any reason other than by virtue of Articles 38(1) or 42, that Board Member will not be eligible to stand for re-appointment or to be co-opted onto the Board until the expiry of five years following the date on which they left the Board, unless otherwise approved by the Parent.

- (3) Other than the Parent Appointee (if appointed) no Board Member shall serve more than nine years' service in total on the Board, whether continuously or in aggregate, unless otherwise approved by the Parent. The Parent shall be entitled to approve a longer fixed term for any Board Member following the expiry of nine years' service where the Parent is satisfied that a Board Member is able to demonstrate his/her continued effectiveness as a Board Member. Where the Parent approves the re-appointment of a Board Member in terms of this Article 42(3), the Parent shall review that Board Member's appointment on an annual basis.
- (4) If a Board Member retires from the Board in terms of these Articles and is re-appointed, subject to Article 42(2), any time previously served on the Board shall count towards their period of service for the purposes of Article 42(3).
- (5) The other terms of this Article 42 shall not apply to the Parent Appointee (if appointed) who shall not be required to retire.
- (6) The Board shall determine the appointment process for Board Members from time to time, subject to the approval of the Parent.
- (7) An application for appointment to the Board can be rejected by a decision of not fewer than three quarters of the Board Members on one of the following grounds:
 - (a) where appointment to the Board would be contrary to these Articles or the Company's policies;
 - (b) where a conflict of interest may exist which, even allowing for the disclosure of such an interest may adversely affect the work of the Company; or
 - (c) where there is clear evidence of relevant circumstances from which it is concluded that appointment to the Board would not be in the best interests of the Company.
- (8) The rejection of an application for appointment to the Board shall be notified to the person concerned in writing following the relevant Board Meeting.
- (9) The Board can require that a Board Member who is being investigated for a potential breach of the Company's Code of Conduct for Board Members take leave of absence and not attend any meeting in his/her capacity as a Board Member until the Board has completed its consideration of the potential breach. When on such leave of absence, the Board Member will not be entitled to receive minutes and/or documents in his/her capacity as a Board Member relating to the business of the Company.

CASUAL VACANCIES AND CO-OPTIONS

43. (1) Subject to Article 37 the Board may appoint a person who is willing to act to be a Board Member to fill a vacancy. A Board Member so appointed shall hold office only until the next following annual general meeting. If not re-appointed at the first Board Meeting which occurs after their appointment then they shall vacate office at the conclusion of the next Annual General Meeting following that Board Meeting.

- (2) Subject to approval by the Parent, the Board may from time to time co-opt persons to the Board and may at any time revoke such co-option. Co-optees do not need to be Members, but they can only serve as co-optees on the Board for a period of one year or until removed by the Board. No more than one-third of Board Members shall be co-opted PROVIDED THAT nothing in this Article 43(2) shall preclude or prevent a Tenant from being co-opted to fill a vacancy amongst the Tenant Board Members and any such Tenant shall not be treated as a co-optee for the purposes of this Article 43(2) or Article 43(3) or Article 44(24). The presence of co-optees at Board Meetings will not be counted when establishing whether a quorum is present to allow the meeting to take place as required by Article 53(1).
- (3) Co-optees can take part in the Board's discussions and vote at Board meetings on all matters except those which directly affect these Articles, the membership of the Company or the election of the Company's Office Bearers.

DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS

44. Except in the case of the Parent Appointee, a Board Member must leave the Board if the majority of the Members voting at a General Meeting decide this. The Board will then appoint someone to take his/her place.

A person cannot become or remain or be re-appointed as a Board Member if that person:-

- (1) ceases to be a Board Member by virtue of any provision of the Act or becomes prohibited by law from being a company director;
- (2) becomes bankrupt or makes any formal arrangement or composition with all of his creditors;
- (3) except in the case of the Parent Appointee, is removed from office by a resolution of (or written notice signed by) at least half of all the other Board Members from time to time provided that the vote to ask a Board Member to leave the Board must relate to one of the following issues:-
 - (a) failure to perform to the published standards laid down from time to time by the Scottish Federation of Housing Associations, The Scottish Housing Regulator and the Office of the Scottish Charity Regulator;
 - (b) failure to comply with the Code of Conduct and/or the Financial Regulations; or
 - (c) serious or persistent breach of the Company's Articles or Standing Orders.
- (4) in the case of a Board Member who is a Member or representative of a Member ceases to be a Member of the Company or the representative of a Member (as the case may be) or if the Member whom the Board Member represents ceases to be a Member;
- (5) except in the case of the Parent Appointee, shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period;
- (6) in the opinion of a qualified medical doctor, is unable to go to Board Meetings for 12 months because of incapacity due to a physical or mental illness;

- (7) is involved in litigation with the Company (other than litigation between the Relevant Council and the Company);
- (8) has been convicted of an offence involving dishonesty which is not spent by virtue of the Rehabilitation of Offenders Act 1974 or an offence under the 2005 Act;
- (9) is or will be away for a period of 12 months and are thus unable to attend the Board Meetings;
- (10) has been removed by The Scottish Housing Regulator, Tai Cymru or any successor regulatory body from the Board of another Registered Social Landlord;
- (11) is or becomes disqualified from being a charity trustee pursuant to section 69 of the 2005 Act or have been suspended or removed as a charity trustee pursuant to section 34 of the 2005 Act;
- (12) is under the age of 18;
- (13) is or has within the last six months been in significant arrears in respect of any of their obligations to the Company for a reason which was not due to housing benefit processing delays PROVIDED THAT in assessing any such issue the Board shall act reasonably;
- (15)
 - (a) has been in serious or persistent breach of their tenancy agreement with the Company PROVIDED THAT in assessing any such issue the Board shall act reasonably;
 - (b) has damaged property leased to them by the Company or caused distress or nuisance to neighbours;
 - (c) has during the past six months received housing benefit which they were not entitled to because they gave false information;
- (16) breaches any rules of confidentiality to which Board Members may be subject in terms of the Code of Conduct or otherwise;
- (17) has deliberately claimed expenses to which they were not entitled;
- (18) has failed to disclose a financial interest personally or in respect of a Relevant Business or in any other way whatsoever in a contract or other transaction with the Company under Article 52(2);
- (19) has failed to disclose a relevant interest in accordance with Article 55;
- (20) in the case of a Tenant Board Member ceases to be a Tenant PROVIDED THAT this Article 44(20) shall not apply in respect of a Tenant Board Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Board Member's home;
- (21) is a Tenant Board Member and becomes a Local Authority Person;
- (22) is an Independent Board Member and becomes a Tenant;
- (23) is a Tenant and wishes to stand as an Independent Board Member;
- (24) is a co-optee pursuant to Article 43 and their co-option is revoked by the other Board Members;
- (25) is or becomes an employee of the Company or, unless otherwise approved by the Parent, is or becomes Closely Connected to such an employee;

- (25) following an investigation carried out in accordance with the terms of the Code of Conduct, is found to be or have been in serious or persistent breach of any duties imposed on charity trustees pursuant to section 66 of the 2005 Act; or
- (26) has been removed from the governing body of any other member of the Group; or
- (27) has left the Board and a period of five years has not expired since their departure and the Parent has not approved their return within that period;
- (28) is the Parent Appointee and the Parent subsequently removes them from the Board;
- (29) resigns his/her position as a Board member in writing; or
- (30) his/her application for appointment to the Board has been rejected in accordance with Article 42(7).

POWERS OF THE BOARD

- 45. Subject to the provisions of the Act and the Articles, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board. The Board is responsible for ensuring that the Company can demonstrate its governance and financial arrangements are such as to allow The Scottish Housing Regulator to regulate effectively and exercise its full regulatory powers.
- 46. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

BORROWING POWERS

- 47. The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any heritable security, floating charge or other security over its undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DELEGATION OF BOARD MEMBERS' POWERS

- 48. The Board may delegate any of their powers to its Committees. The Board may also delegate any of their powers to any committee consisting of Board Members provided that no more than a third of the Members of such a committee may be co-optees. They may also delegate to the Chairperson/or any vice or deputy Chairperson or to any Office Bearer such of their powers as they consider desirable to be exercised by them. Any such delegation to any committee may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying. The creation of any new committees by the Board is subject to the prior approval of the Parent.

ALTERNATE BOARD MEMBERS

49. No Board Member shall be entitled to appoint any person as an alternate Board Member.

BOARD MEMBERS' EXPENSES

50. The Board Members may be paid all travelling, hotel, and other expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or separate meetings of classes or types of Member or of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

51. Each of the Board Members shall, in exercising his/her role as a Board Member, act in the best interests of the Company, its tenants and service users and will not place any personal or other interests ahead of his/her primary duty to the Company; and, in particular, must:
- (1) seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects;
 - (2) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - (3) in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party:
 - (a) put the interests of the Company before that of the other party, in taking decisions as a Board Member; and
 - (b) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other Board Members with regard to the matter in question; and
 - (4) ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the 2005 Act.
52. (1) The Board shall set and periodically review its policy on payments and benefits. If a person is a Member, employee of the Company or serves on the Board or any committee of the Board he/she must not receive any payment or benefit unless it is permitted by the policy. In making any payment or conferring any benefit the Company shall act at all times with transparency, honesty and propriety.
- (2) If a person serves on the Board or any committee of the Board he/she must declare any personal or other external interests on an annual basis in accordance with the Company's code of conduct for Board Members. If while serving on the Board that person has any conflict of interest in any contract or other matter about to be discussed at a meeting, he/she must tell the Board. He/she will be required to leave the meeting while the matter is discussed and will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held. If that person is inadvertently allowed to stay in the meeting and vote on the matter, his/her

vote will not be counted. If no quorum exists for the purpose of voting on a matter only because of the operation of this Article 52(2), provided that there are at least three remaining Board Members who are entitled to remain in terms of this Article 52(2), such remaining Board Members are deemed to constitute a quorum for the purposes of voting and may proceed to make a decision as a quorate Board.

- (3) If a person serves on the Board or any committee of the Board he/she must not receive any payment or benefit unless it is permitted by the 2005 Act and as set out in the Company's policy referred to in Article 52(1). He/she shall also comply with the requirements of the 2005 Act in respect of any conflict of interest that might arise.

BOARD MEETINGS

53. (1) The Board may regulate its proceedings as it thinks fit provided that it must meet at least six times per calendar year and the quorum for the transaction of the business of the Board at the time when the meeting proceeds to business shall be four including (if appointed) the Parent Appointee (unless the Parent Appointee has presented their apologies in advance of the meeting), provided that co-optees shall not be counted towards the quorum.
- (2) Board members must be sent written notice of Board Meetings posted, or delivered, by hand or sent by Electronic Communication to the last such address for such communications given to the Secretary at least seven days before the meeting unless the Chairperson determines, in relation to a specific proposed Board Meeting, that a shorter period is required. The accidental failure to give notice to a Board Member (other than the Parent Appointee) or the failure of the Board Member to receive such notice shall not invalidate the proceedings of the relevant meeting.
- (3) Board Meetings can take place in any manner which permits those attending to hear and comment on proceedings. A Board Member may participate in a Board Meeting by means of conference telephone, video conferencing facility or similar communications equipment whereby all the Board Members participating in the Board Meeting can communicate with each other. A Board Member participating in a Board Meeting in this manner shall be deemed to be present at the Board Meeting.
- (4) All speakers must direct their words to the Chairperson. All Board Members must remain quiet and maintain order while this is happening. The Chairperson will decide who can speak and for how long.
- (5) If any point arises which is not covered in these Articles, the Chairperson will give his/her ruling which will be final.
- (6) All acts done in good faith as a result of a Board Meeting or committee of the Board meeting will be valid even if it is discovered afterwards that a Board Member was not entitled to be on the Board.
- (7) If a quorum is not present within half an hour from the time appointed for a Board Meeting the Board Meeting shall, if requested by a majority of those Board

Members present, be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members present may determine. The Chairperson may also, with the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he or the Board Members decide if it appears to him that:

- (a) the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - (b) the conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuance of the meeting;
 - (c) an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or
 - (d) a proposal of such importance is made that the consideration of a larger number of Board Members is desirable.
- (8) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 53(1) the Board Members present shall constitute a quorum.
- (9) The Board will continue to act while it has vacancies for Board Members. However, if at any time the number of Board Members falls below seven, the Board can continue to act only for another two months. If at the end of that period the Board has not found new Board Members to bring the number of Board Members up to seven, the only power it will have is to act to bring the number of Board Members up to seven
54. Questions arising at a Board Meeting shall be decided by a majority of votes and each Board Member present in person shall be entitled to one vote. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
55. (1) A Board Member must declare any personal or other external interests on an annual basis in accordance with the Code of Conduct. If any Board Member has: (a) any conflict of interest; or (b) a financial interest; or (c) an interest other than a financial interest in any contract or other agreement about to be discussed at a meeting, which, in any case, is not permitted under these Articles, that Board Member must tell the Board. The Board Member in question will be required to leave the meeting while the matter is discussed and will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held. If the Board Member in question is inadvertently allowed to stay in the meeting and vote on the matter, his vote will not be counted.
- (2) For the avoidance of doubt, each of the following shall constitute a conflict of interest in terms of Article 55(1):
- (a) a contractual arrangement (proposed or actual) between the Company and any statutory body of which the Board Member is an official or elected member;
 - (b) a proposed contractual arrangement between the Company and any Subsidiary or associate of the Company, where the Board Member is also a director or officer of the Subsidiary or associate;

- (c) consideration by a Tenant Board Member of their own tenancy or housing arrangements or those of any person Closely Connected to any such Tenant Board Member;
 - (d) consideration by a Board Member of any payments or benefits to be made to: that Board Member; any person Closely Connected to any such Board Member; or to a Relevant Business in accordance with the terms of the Code of Conduct.
- 56. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Board Member to vote in respect of a particular matter, the question may, before the conclusion of the meeting, be referred to the remaining Board Members and the question shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall be entitled to a casting vote in addition to any other vote he may have.
- 57. Subject to these Articles, the Board may agree any arrangements which it thinks fit about how it takes decisions, and about how such arrangements are to be recorded or communicated to Board Members, subject to the prior approval of the Parent.
- 58. All acts done by a meeting of the Board, or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.

WRITTEN RESOLUTION

- 59. A resolution in writing or by Electronic Communication signed by not fewer than three quarters of the Board Members entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held.

SECRETARY AND CHAIRPERSON

- 60.
 - (1) Subject to the provisions of the Act, the Secretary and any deputy or alternate Secretary and any other Office Bearers shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. An employee of the Company, the Parent or any other member of the Group may hold the office of Secretary although shall not be a Board Member. If the Secretary cannot carry out his/her duties, the Board, or in any emergency the Chairperson, can ask another Office Bearer or employee to carry out the Secretary's duties. The appointment of an Office Bearer in terms of these Articles is subject to the prior written approval of the Parent.
 - (2) The Chairperson will be appointed in accordance with this Article 60 for a period which shall commence on the date of the Chairperson's appointment and shall expire immediately prior to the next scheduled Board Meeting held after the expiry of three years from the date of the appointment (the "office term"), subject always to the provisions of Article 60(4).

- (3) The Chairperson is responsible for the leadership of the Board and ensuring its effectiveness in all aspects of the Board's role and to ensure that the Board properly discharges its responsibilities as required by law, these Articles and the standing orders of the Company. The Chairperson will be delegated such powers as is required to allow the Chairperson to properly discharge the responsibilities of the office.
- (4) The Chairperson must be elected from the Board Members (excluding co-optees) which election must be approved by the Parent. The Chairperson must be prepared to act as Chairperson until the end of their office term (unless he/she resigns the post). The Chairperson can only be required to resign if a majority of the remaining Board Members present at a Board Meeting agree to this.
- (5) If the Chairperson is not present at a Board Meeting or is not willing to act, the Board Members present will elect another Board Member to be chairperson for the Board Meeting. If the Chairperson arrives at the meeting late, he/she will take over as chairperson of the Board Meeting as soon as the current agenda item is concluded.
- (6) If the votes of the Board Members are divided equally for and against an issue, the Chairperson will have a second and deciding vote.
- (7) The Chairperson can resign his/her office in writing to the Secretary and must resign if he/she leaves the Board or is prevented from or being appointed to the Board under Article 44. The Board will then elect another Board Member as Chairperson.
- (8) The Chairperson can be re-elected upon expiry of their office term for a further maximum of two years and must not hold office continuously for more than five years, unless otherwise approved by the Parent, subject always to the provisions of Article 38.
- (9) Upon expiry of their period of service as Chairperson, the Chairperson must resign as a Board Member and leave the Board. If the Chairperson resigns under Articles 60(4) or 60(7) then they shall also be deemed to have resigned as a Board Member, regardless of the length of their period of service as Chairperson.

MINUTES

61. (1) The Board shall cause minutes to be made in books kept for the purpose:-
 - (a) of all appointments of officers made by the Board Members; and
 - (b) of all proceedings at meetings of the Company and of the Board, and of committees of the Board and of any class or type of Member, including the names of the Board Members present at each such meeting.
- (2) Minutes must be presented at the next appropriate meeting and signed by the Chairperson of the meeting at which they are presented. All minutes signed by the Chairperson of the meeting shall be conclusive evidence of the proceedings of the meeting.

RECORDS ACCOUNTS AND RETURNS

62. (1) The Board shall cause accounting records to be kept by the Company in accordance with Part 15 of the Act.
- (2) Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.
- (3) The Board shall take such steps as the Board considers necessary to ensure the continuing independence of the Company's auditor, including the periodic review of the need for audit rotation.
- (4) The Board shall submit the Company's accounts and balance sheet for audit to the Company's auditor and the Company's auditor shall make a report to the Company on the accounts examined by him and on the revenue account or accounts and the balance sheet for the year of account in respect of which he is appointed.
- (5) The Company shall furnish to the Scottish Housing Regulator, to OSCR and to such other organisations as the Board deems appropriate, a copy of its accounts and auditor's report within 6 months of the end of the period to which they relate or such other period as may be permitted by the applicable regulatory authority from time to time.
- (6) Every year within the time allowed by law, the Secretary shall send to the Registrar of Companies the annual return, in the form prescribed by the Registrar, together with all such documentation as is required under the Act.
- (7) A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report and a copy of the report of the Board, shall, not less than 21 clear days before the date of the meeting, be sent to all persons entitled to receive notice of General Meetings of the Company, provided that this Article 62 shall not require a copy of those documents to be sent to any person of whose address the Company is not aware. The accidental omission to send a copy of these documents to, or the non-receipt of the documents by, any person entitled to receive them shall not invalidate the proceedings at that General Meeting.

THE SEAL

63. (1) If the Company has a seal it shall only be used with the specific or general authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Board Member and by the Secretary or a second Board Member.
- (2) The Company may exercise the powers conferred by Section 49 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board Members.

NOTICES

64. Any notice to be given to or by any person pursuant to the Articles shall be in writing or by way of an Electronic Communication except that a notice calling a meeting of the Board or of a committee of the Board need not be in writing.

65. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at the address last intimated by him/her to the Company or (in the case of a Member who has notified the Company of an address to be used for the purposes of Electronic Communications) may be given to the Member by way of an Electronic Communication. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him/her shall be entitled to have notices given to him/her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
66. A Member present, either in person or by proxy, at any meeting of the Company or any class or type of Member shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
67. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted
68. Any notice contained in an Electronic Communication shall be deemed to have been given on the day it is sent. For the purpose of proving that any Electronic Communication was sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

DISPUTES

69. Every dispute between the Company or the Board and:
- (1) a Member;
 - (2) a person aggrieved who has ceased to be a Member within the previous six months; or
 - (3) a person claiming under these Articles,
- shall be dealt with in accordance with these Articles and any procedures determined by the Board from time to time but without prejudice to all rights which any person may have to raise an action on the matter in any court with competent jurisdiction, including without prejudice the Sheriff Court in the Sherriffdom in which the Company's registered office is located.

DISSOLUTION

70. (1) The Company may be dissolved with the prior written consent of the Parent by the Company making an application to the Registrar of Companies pursuant to Part 31 of the Act to have the Company's name struck off the register of companies maintained by the Registrar of Companies under the Act.
- (2) If on the dissolution of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the Members but shall:

- (a) if the Company is at the time of dissolution a Registered Social Landlord, be transferred to such other charitable Registered Social Landlord as The Scottish Housing Regulator may direct; or
 - (b) if the Company is not at the time of dissolution a Registered Social Landlord, be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are similar (wholly or in part) to the objects of the Company.
- (3) To the extent that effect cannot be given to the provisions of Article 70(2), the relevant property shall be applied to some other charitable object or objects as determined by the Members at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at the time.

INDEMNITY

71. (1) Every Board Member or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto (including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him), and no Board Member or other officer shall be liable for any loss, damage or misfortune which may happen to, or be incurred by, the Company in the execution of the duties of his office, or in relation thereto PROVIDED THAT this Article 71 shall only have effect in so far as its provisions are not avoided by Sections 532 and 533 of the Act.
- (2) The Board shall have the power to purchase and maintain for Board Members or officers or employees of the Company insurance against any such liability as is referred to in Section 532 of the Act.

AMENDMENT OF ARTICLES

72. These Articles may be amended provided that:
- (1) three quarters of the votes at a special general meeting are in favour of the amendment(s); and
 - (2) the Parent has approved the amendment(s) in writing.
73. Where an amendment of these Articles affects the charitable purposes of the Company the prior approval of the Office of the Scottish Charity Regulator ("OSCR") is required. The Company must submit its application for approval to the Office of the Scottish Charity Regulator not less than 42 days before the date on which the Company intends to amend its objects. Any other amendment of these Articles requires to be notified to OSCR within 3 months of the amendment having been made.
74. The Company must notify The Scottish Housing Regulator within 28 days of the change or amendment being made to these Articles.
75. The name of the Company may be changed if:

- (1) three quarters of the votes at a special general meeting are in favour of the change; and
- (2) the Parent has provided its written consent; and
- (3) OSCR have given their approval. The Company must submit its application for approval to the Office of the Scottish Charity Regulator not less than 42 days before the date on which the Company intends to change its name.

EQUAL OPPORTUNITIES

76. The Company shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability.

COMMUNICATIONS

77. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company, including, without limitation, by sending or supplying documents or information by making them available on a website.
78. Subject to the Articles, any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by Board Member may also be sent or supplied by the means by which that Board Member has asked to be sent or supplied with such notices or documents for the time being.
79. A Board Member may agree with the Company that notices or documents sent to that Board Member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
80. For the purposes of these Articles, a person shall be deemed to be "present" or "present in person" at a meeting if such person is participating in the meeting by virtue of some form of Electronic Communication, including, without limitation, by way of: telephone; video link; internet video facility; or any other similar communications system by means of which all persons participating in the meeting are able to communicate with each other.

Signed**Director, WHS**

Signed

APPENDIX A

"Wheatley Homes South Limited

I/We, being a Member/Members of the above-named company, hereby appoint

, or failing him,

of

, as my/our proxy to vote

in [my/our name[s] and on [my/our] behalf at the annual/extraordinary general meeting of the

Company to be held on [] , and at any adjournment thereof.

Signed on this day of 20[]."

APPENDIX B

"Wheatley Homes South Limited

I/We,

being a Member/Members of the above-named company, hereby appoint

of _____, or failing him, of _____, as

my/our proxy to vote in [my/our name[s]] and on [my/our] behalf at the annual/extraordinary

general meeting of the Company to be held on _____ [20[]], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this _____ day of _____ 20[],"

ARTICLES OF ASSOCIATION

OF

WHEATLEY HOMES SOUTH LIMITED

Registration Number: SC220297

Landlord performance > Landlords

Wheatley Homes South Limited

Correspondence address

Wheatley House
25 Cochrane Street
Glasgow
G1 1HL

Email address

customerservice@dghp.org.uk

Phone number

08000113447

Website

<https://www.dghp.org.uk>

Assurance statement 2024/2025

Each year landlords tell us how they are meeting regulatory requirements

PDF 107KB

Engagement plan 1 April 2024 to 31 March 2025

Engagement plans describe our work with each social landlord

Compare this landlord to others

Landlord Comparison Tool

Landlord report **Landlord details** Housing stock Documents

Landlord details

RSL Registration Number	315
Landlord Name	Wheatley Homes South Limited
Senior Officer	Mr Steven Henderson
Date Registered	10 Apr 2003
FCA / Company Number	SC220297
Scottish Charity Number	SC039896
Landlord type	Mainstream
Constitution Type	Company Ltd by Guarantee - Charitable
Clients	General
Settlement	Urban

Asset Owning	Yes
National Operator	No
Statutory Intervention	No
Systemic Importance	Yes
Annual Turnover	£54.91 million
Debt per unit	£18,962
Total staff employed by the RSL	293.00 (FTE)
Units partly owned	0
Registered address	Wheatley House, 25 Cochrane Street, Glasgow, G1 1HL
Correspondence address	Wheatley House, 25 Cochrane Street, Glasgow, G1 1HL



Scottish Housing
Regulator