

THE COMPANIES ACTS 1985, 1989 & 2006
 COMPANY LIMITED BY GUARANTEE AND NOT
 HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

The Secret Garden Outdoor Nursery

WEDNESDAY



S3IJ19JC
 SCT 15/10/2014 #194
 COMPANIES HOUSE

1 In these Articles:

"the Act" means the Companies Acts 2006, and any amendment, extension or re-enactment thereof for the time being in force;

"the Articles" means these Articles of Association or such as are in force from time to time;

"Auditors" means such persons or persons appointed by the Company from time to time to prepare and/or examine the accounts of the Company pursuant to the Act (provided always that the use of the expression "Auditor" shall not imply or require an audit of such accounts if not so required by the Act);

"the Council" means the Board of Directors of the Company;

"the Company" means The Secret Garden Outdoor Nursery

"Member" means a member for the time being of the Company;

"Friends of Secret Garden" means parents and individuals connected with the Company, as provided for in Articles 2 and 3 ;

"the Office" means the Registered Office for the time being of the Company;

"the Seal" means the common seal of the Company if it has one;

"the United Kingdom" means Great Britain and Northern Ireland;

expressions referring to "writing" shall, unless otherwise stated, be construed as including references to printing, lithography and other means of representing or reproducing words in a visible form;

words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations.

Friends of Secret Garden

- 2 All parents of children registered to attend the Secret Garden from time to time shall automatically become Friends of Secret Garden, receiving newsletters and invitations to celebrations and events organised by the Company. Parents will automatically cease to be Friends of Secret Garden when their child is no longer so registered, subject to the provisions of Article 3. Friends of the Secret Garden will not automatically be Members, but may be so if admitted pursuant to Article 5.
- 3 Any other person wanting to keep connected with the Secret Garden shall also be entitled to become a Friend of the Secret Garden (subject to the prior approval of

the Council) on payment of minimum donation of £5 per annum, and will receive newsletters and invitations to celebrations and events organised by the Company.

MEMBERSHIP

- 4 The Company is established for the purposes outlined in the Memorandum of Association.
- 5 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless he is approved by the Council. Every person who wishes to become a Member of the Company shall deliver to the Company an application for Membership in such form and by such means as the Council requires executed by him. The Council may approach an individual to be a Member.
- 6 A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.
- 7 The Council may at its discretion terminate the membership of any Member but the requirements of natural justice shall be respected and a Member shall be entitled to be heard in his own defence by the Council.

GENERAL MEETINGS

- 8 Unless the Company has elected by elective resolution to dispense with the holding of Annual General Meetings the Company shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
- 9 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 10 The Council may call Extraordinary General Meetings.
- 11 The Members of the Company may require that the Council convenes an Extraordinary General Meeting as provided by s 303 of the Act.
- 12 If at any time there are not within the United Kingdom sufficient Directors to form a quorum, any Director or any two Members of the Company may convene such an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

NOTICE OF GENERAL MEETINGS

- 13 An Annual General Meeting and any meeting called for the passing of a special resolution or an elective resolution shall be called by 21 days' notice in writing at least and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution or an elective resolution shall be called by 14 days' notice in writing at the least. Either notice shall be exclusive of the day on which it is given and of the day for which it is given, and shall specify the place, day and hour of the meeting, and in case of special business the general nature of the business, and shall be given to the Members and to the Auditor, in the manner hereinafter mentioned or in such other manner as may be prescribed by the Company in General Meeting: Provided that a meeting of the

Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights at that meeting of all the Members.

- 14 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.

PROCEEDINGS AT GENERAL MEETINGS

- 15 All business shall be deemed special business that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting, with exception of the consideration and adoption of the accounts and balance sheets of the Company, consideration of the reports of the Chairman and Auditor, the election or re-election of Directors in place of those retiring, and the appointment and remuneration of the Auditor.
- 16 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, 3 Members present in person shall be a quorum.
- 17 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Council may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
- 18 The Chairman (if any) of the Company shall preside as Chairman at every General Meeting of the Company, but if there be no such Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Members present shall choose one of the Directors present, or if all Directors decline to take the chair, they shall choose some Member of the Company who shall be present to be Chairman of the meeting.
- 19 The Chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting. Save as aforesaid, Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 20 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman of the meeting or by at least two Members present in person or by proxy and unless a poll be so demanded, a declaration by the Chairman of that meeting that a resolution has on a show of hands 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 book containing the minutes of the proceedings of the Company shall be conclusive

Resolution No 2 for against

Resolution No etc for against

[Indicate whichever is desired]

Unless instructed to vote in a particular way the proxy holder may vote as he thinks fit or may abstain from voting.

Signed on [date]

Note: If you intend to send this proxy in hard copy form please return it to the following address to arrive on or before [date]

[address]

If returning this proxy in electronic form please send it to the following address to arrive on or before [date]

[address].

- 30 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 31 The instrument appointing a proxy and any authority under which it is signed or a notarially certified copy thereof shall be deposited at the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll, and in default the right to vote shall not be exercisable.

DIRECTORS

- 32 The number of Directors shall not be less than 3 nor more than 6.
- 33 The first Directors of the Company shall be those persons notified to Companies House as the first Directors of the Company.
- 34 The Council may from time to time appoint any Member of the Company as a Director, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum is not thereby exceeded. Any Member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.
- 35 At an Annual General Meeting, or at any time between Annual General Meetings, a Director may retire from office by giving 3 months notice to the Council. If a replacing Director is co-opted by the Council within such 3 month notice period, the retiring Director may stand down immediately. Directors may serve for 5 years maximum.
- 36 The Company may in General Meeting:
- (a) increase or decrease the number of members of the Council; and
 - (b) determine what rotation such increased or decreased number shall retire and may make the appointments necessary for effecting such increase.
- 37 No person other than a Director retiring by rotation may be appointed a Director at any Annual General Meeting unless:

- (a) he or she is recommended for election by the Council; or recommended for re-election by the Council; or
- (b) not less than 14 nor more than 28 days before the date of the meeting, the Company is given a notice that:
 - (i) is signed by a Member entitled to vote at the meeting;
 - (ii) states the Member's intention to propose the appointment of a person who has been recommended by the Council to become a Director;
 - (iii) contains the details that, if the person were to be appointed, the Company would have to file at Companies House; and
 - (iv) is signed by the person who is to be proposed to show his or her willingness to be appointed.

38 All Members who are entitled to receive notice of an Annual General Meeting must be given not less than seven nor more than 28 clear days notice of any resolution to be put to the meeting to appoint a Director other than a Director who is to retire by rotation.

POWERS OF DIRECTORS

- 39 The entire business of the Company shall be arranged and managed by the Council who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by the Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to the provisions of the Act and the Articles and to such regulations, being not inconsistent with the aforesaid regulations, as may be prescribed by the Company in General Meeting; and no such regulation made by the Company shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
- 40 The Council may act notwithstanding any vacancy in their body, provided always that in case the number of Directors shall at any time be reduced to less than the minimum number prescribed by or in accordance with the Articles, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Company, filling up vacancies in the Council, or of summoning a General Meeting, but not for any other purpose.

DISQUALIFICATION OF DIRECTORS

- 41 The office of a Director shall be vacated if:
- (a) the Council pass a resolution by a three-fourths majority that it is desirable that the Director should cease to be a Director;
 - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) if he becomes of unsound mind or for any reason becomes incapable of managing his affairs;
 - (d) if he ceases to be a Member of the Company;
 - (e) if by notice in writing to the Company he resigns his office;
 - (f) if he ceases to hold office by virtue of any provision of the Act or he becomes prohibited by law from being a Director of the Company.

PROCEEDINGS OF THE DIRECTORS

- 42 Meetings of the Council shall be held at such times and such places as the Council may from time to time direct. The quorum at any meeting of the Directors shall be 3 Directors. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
- 43 A Director may, and on the request of a Director the Secretary shall at any time, convene a meeting of the Council by notice served upon the Directors. A Director who is not at the material time in the United Kingdom shall not be entitled to receive notice of a meeting of the Council.
- 44 The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number to be Chairman of the meeting.
- 45 The Council shall have full power to appoint committees and may delegate to such committees all such duties, powers and privileges as they may think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. No resolution of a meeting of a committee shall be binding on the Company until confirmed by the Council at a subsequent meeting.
- 46 All acts bona fide done by the Directors or by any committee, or by any person or persons acting as a member or members thereof, shall, notwithstanding that it may afterwards be discovered that there was any defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or a member of the committee.
- 47 A resolution in writing signed by all the Directors for the time being in the United Kingdom, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.

SECRETARY

- 48 Subject to the provisions of the Act the Secretary shall be appointed by the Council for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

ACCOUNTS AND AUDIT

- 49 The Council shall cause proper books of account to be kept in accordance with the requirements of the Act.
- 50 The books of account of the Company shall be kept at the Office, or, subject to the provisions of the Act, at such other place or places as the Council thinks fit, and shall always be open to the inspection of all Members.
- 51 The Council shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets and reports as are required by the Act. The Council shall send a copy of the annual accounts together with a copy of the Auditor's report on those accounts to the Auditors and to every person entitled to receive the same in accordance with s 423 of the Act not less than 21 days before the date of the meeting at which those documents are to be laid, or where there is

in force an election by elective resolution to dispense with the laying of accounts and report, not less than 28 days before the end of the period allowed for laying and delivering the same.

- 52 An Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the Act.
- 53 In accordance with the Act at least once in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the Auditor or Auditors.

MINUTES

- 54 Correct Minutes of the proceedings of the Company and of the Council and of any committees of the Directors shall be taken and shall be kept at the Office by the Secretary or by such other person as the Council may from time to time appoint and shall be in such form as the Council may direct.

NOTICES

- 55 All notices to Members may be delivered either personally, or by sending them through the post in a prepaid letter, addresses to such Members at their respective registered addresses as appearing in the register of members, and every such notice delivered or posted as aforesaid shall be deemed to have been duly served on the day of delivering or, if sent by post, on the day next following the day on which it shall have been posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter.
- 56 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them; and
 - (b) the Auditor for the time being of the Company.
- 57 No other person shall be entitled to receive notices of General Meetings.

DISSOLUTION

- 58 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 or distributed among the Members of the Company, but shall be transferred either to some other institution (whether or not a member of the Company) having objects similar to the objects of the Company, or to some institution (whether or not a member of the Company) the objects of which are the promotion of charity or anything incidental or conducive thereto, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution.
- 59 In the event of the Company dissolution any remaining Landfill Communities Fund money shall be transferred to another Environmental Body; It shall not be distributed to the members of the Company or donated to a charity or organisation with similar objects

INDEMNITY

- 60 Subject to the provisions of the Act, every officer or employee of the Company shall be entitled to be indemnified by the Company against all costs, losses and expenses

which he may incur or become liable for in the execution or discharge of any office held by him in the Company.

THE SEAL

61 If the Company has a Seal it must only be used by the authority of the Council. The Council may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by two Directors.

NAMES AND ADDRESSES OF SUBSCRIBERS

Cathy Bache
High Doocot, Letham, Fife KY15 7RN
Date Of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Sharon Hedley
The Schoolhouse, Denhead, St Andrews, Fife, KY16 8PA
Date of Birth: 3rd April, 1970.
Occupation: Statistician
Employer: Self-employed

(Signature of Subscriber)

(Date)

Marjolaine Caillat
(Address)
Date of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Rehema White
(Address)
Date of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Emma Forster

(Address)

Date of Birth:

Occupation:

Employer:

(Signature of Subscriber)

(Date)

Louise Durrant

(Address)

Date of Birth:

Occupation:

Employer:

(Signature of Subscriber)

(Date)

Witness to the above signatures:

(Signature of Witness)

Witness Name:

Witness Address:

Date of Adoption / Changes: XXth December 2012

The attached Memorandum of Association now forms part of the Articles of Association.

October 2014

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

The Secret Garden Outdoor Nursery

- 1 The Company's name is The Secret Garden Outdoor Nursery (hereinafter called "the Company").
- 2 The Company's registered office is to be situated in Scotland.
- 3 The Company's objects are:
 - 3.1 To facilitate within the natural environment learning and discovery through free and independent play for pre school children in order to develop an awareness of nature, changing seasons and the rhythms of the year.
 - 3.2 To encourage positive values and co-operative play to develop the individual's sense of worth in relation to the world around them.
 - 3.3 To make available a proportion of spaces to children with challenges in their lives such as social, emotional, behavioural, learning or physical difficulties.
 - 3.4 To encourage the sharing of knowledge and skills between family and community members and the children themselves.
 - 3.5 To encourage additional access, out with the project's opening hours, to groups and individuals that would benefit from time spent in this natural environment.

3.6 Environmental Objects (including ENTRUST)

 - 3.6.1 Reclamation, remediation, or restoration or any other operation intended to facilitate the economic, social or environmental use of land, where its use has been prevented or restricted because of previous activity on the land, which has ceased.
 - 3.6.2 The maintenance, repair or restoration of a building or other structure, which is a place of religious worship, or is of historic or architectural interest and which is open to the public, where it is for the protection of environment.
 - 3.6.3 The provision, maintenance or improvement of a public park or other public amenity in the vicinity of a landfill site, where it is for the protection of the environment
 - 3.6.4 Where it is for the protection of the environment, the conservation or promotion of biological diversity through-
 - (1) the provision, conservation restoration, or enhancement of a natural habitat or
 - (2) the maintenance or recovery of a species in its natural habitat, on land or in water situated in the vicinity of a landfill site
- 4 In furtherance of the objects of the Company, the Company shall have the following powers:
 - 4.1 To purchase, take on lease or in exchange, hire or otherwise acquire any property, rights or privileges of any kind and to construct, maintain, add to, improve, furnish, equip and alter any building or structure necessary for the work of the Company.
 - 4.2 To sell, lease or otherwise dispose of all or any part of the property or assets belonging to the Company.

- 4.3 To borrow or raise money on such terms and on such security as the Company shall think fit.
- 4.4 To establish, undertake and execute any trusts which may lawfully be undertaken by the Company and are directly ancillary to its objects.
- 4.5 To invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- 4.6 To subscribe and make contributions to or otherwise support any charitable institutions or associations formed for any of the purposes included in the objects.
- 4.7 To pay all expenses incidental to the formation of the Company and its registration.
- 4.8 To do all such other lawful things as may be conducive or incidental to the attainment of the above objects. 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 is allowed by law having regard to such trusts; and the Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4.9 Within the objects defined under Environmental objects above (3.6.1. to 3.6.4), the Company will only promote and undertake work that has previously been registered by ENTRUST where the contribution has come from ENTRUST. The Company will identify in its accounts those contributions received under the Landfill Tax Credit Scheme.

The work of the Company shall not be for the benefit of landfill site operators who may contribute to the Company and claim credit under the Landfill Tax Credit Scheme. Nor shall it be for the benefit of contributing third parties, as defined in the landfill tax regulations.

The company shall maintain audited accounts and keep full records that shall identify all its income and expenditure, and shall separately identify in these accounts the receipt and application of all contributions received under the Landfill Communities Fund.

Any projects that are funded by Landfill Communities Fund money shall only be undertaken once the project has been registered with ENTRUST.

- 5 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association. No portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company. Provided that: nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a reasonable commercial rate on money lent by any Member to the Company, or reasonable and proper rent for premises let by any Member to the Company, or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any director except repayment of out-of-pocket expenses

and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises let to the Company: Provided that the provision last aforesaid shall not apply to any payment to any Company in which a director holds not more than one one-hundredth part of the capital, and such Member shall not be held to account for any share of profits he may receive in respect of any such payment.

- 6 The liability of the Members is limited.
- 7 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up, during the time that he or she is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he or she ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00.
- 8 No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force which would have the effect that the Company shall cease to be a company to which section 30 of the Companies Act 1985 applies.

We, the persons whose names and addresses are written below, wish to be formed into a company in pursuance of this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS

Cathy Bache
Upper Kinnear House, Cupar, KY15 4DU
Date Of Birth: 23.04.60
Occupation: Care Manager
Employer: Secret Garden Outdoor Nursery

(Date)

(Signature of Subscriber)

Sharon Hedley
The Schoolhouse, Denhead, St Andrews, Fife, KY16
8PA
Date of Birth: 3rd April, 1970.
Occupation: Statistician
Employer: Self-employed

(Date)

(Signature of Subscriber)

Marjolaine Caillat
4 Viewforth, Markinch, Fife KY7 6NY
Date of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Rehema White
2 Little Muirhead Farm Cottages, By Craigrothie, Fife,
KY15 5PH
Date of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Emma Forster
Newton Farm, Wormit DD6 8RL
Date of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Louise Durrant
Monimail Tower, Monimail, KY15 7RJ
Date of Birth:
Occupation:
Employer:

(Signature of Subscriber)

(Date)

Witness to the above signatures:

(Signature of Witness)

Witness Name:

Witness Address:

Date of Adoption / Changes: