

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARED CAPITAL
ARTICLES OF ASSOCIATION
OF HIGHLAND HOSPICE
(registered number SC093464)
(the “Company”)
(Adopted by Special Resolution on 18th September 2023)

SECTION A

- 1 The name of the Company is “**HIGHLAND HOSPICE**”.
- 2 The registered office of the Company will be situated in Scotland.
- 3 The objects for which the Company is established are:-
 - 3.1 To promote alone or with others the relief of those in need by reason of age, ill health, disability, financial hardship or other disadvantage in such ways as the Company shall from time to time think fit and in particular (without prejudice to the generality of such objects):
 - (a) by the provision of facilities and resources for the specialist palliative care of adult persons who are suffering at any age from any complex life limiting illness.
 - (b) by conducting or promoting or encouraging research into the care and treatment of persons suffering from any such illness.
 - (c) by promoting or encouraging or assisting in the teaching or training of persons engaged in any branch of medicine, surgery, nursing or allied services or any students of such in relation to the provision of specialist palliative care.
 - (d) by providing or assisting or encouraging the provision of spiritual health and guidance for any persons (either as patients or otherwise) in any facilities provided by the Company.
 - (e) by promoting the use of technology for the care and treatment of persons in need of specialist palliative care.
 - (f) by promoting the use of complementary therapies for the care and treatment of persons in need of specialist palliative care.
 - (g) by working towards equitable access to service delivery through the

provision of outreach and other services.

3.2 To work in partnership with voluntary, statutory and commercial organisations to work towards an equitable delivery of service responsibility to all those affected by life limiting illnesses:

(a) by establishing, maintaining and conducting hospices and residential nursing homes in Scotland for the reception and care of persons of either sex (without regard to race or creed) who are suffering (at any age) from any chronic or terminal illness or from any other disability or disease attributable to old age or from any other physical or mental infirmity, disability or disease, and so that any such hospice or home may be restricted to patients of one sex only or (whether or not so restricted as aforesaid) to patients suffering from any particular type or types of illness, disability, disease or infirmity and by providing medical or other treatment and attention for any such persons as aforesaid in their own home.

(b) by conducting or promoting or encouraging research into the care and treatment of persons suffering from any such illness, disability, disease or infirmity as aforesaid and particularly into the care and treatment of persons suffering from cancer or terminal illnesses.

(c) by promoting or encouraging or assisting in the teaching or training of doctors, nurses, physiotherapists and other persons engaged in any branch of medicine, surgery, nursing or allied services, and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services.

(d) by providing or assisting or encouraging the provision of spiritual help and guidance for any persons resident (either as patients or otherwise) or working in any such hospice, home or homes as aforesaid.

3.3 To arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications relating to the work of the Company.

3.4 To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company, and to solicit and accept subscriptions and donations (whether of heritable or moveable property), legacies, endowments, bequests or other payments for any of the purposes of the Company and to manage and administer the same as part of the capital and assets of the Company.

3.5 For the purpose of promoting any object of the Company to co-operate with manufacturers, dealers or other trades and with the press and other sources of publicity.

3.6 To purchase, take on lease or in exchange, hire or otherwise acquire and hold, sell, lease or otherwise dispose of any land, houses, buildings, equipment, goods and other property, heritable or moveable, real or personal, and any rights or privileges necessary or convenient for the

purposes of the Company or in connection with its management or development in pursuance of the objects of the Company; and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

- 3.7 To sell, feu, mortgage, let, hire or otherwise deal with or dispose of the property, rights and assets of the Company, as may be expedient with a view to the promotion of its objects.
- 3.8 To invest the funds of the Company or other funds under its charge in or upon such securities, stocks, shares or other investments as may from time to time be determined provided that monies subject to any charitable trust shall only be invested in or upon such securities and investments and with such sanction, if any, as may for the time being be prescribed by law.
- 3.9 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, warrants, debentures and other negotiable or transferable instruments.
- 3.10 To undertake and execute trusts, the undertaking whereof may be incidental to the attainment of the objects of the Company of any of them.
- 3.11 To raise money for the purposes of the Company by appeal, collection, advertisement and other customary methods including the holding of public competitions, lectures, exhibitions, demonstrations, discussions and meetings for which a charge is made for entry (but without distinction between members of the Company and others) and by borrowing on such terms and on such security as may be thought fit and by guarantee, gifts or donations in response to public appeals or otherwise and in relation to such guarantees, gifts or donations to accept the same either conditionally or subject to such conditions as may be agreed, so, however, that no such conditions shall be inconsistent with the terms and provisions of these Articles of Association.
- 3.12 To advance money on loan and to give credit to such persons and to guarantee or give security for the payment of money by or the performance of obligations of all kinds of any persons or others, and all on such terms as shall not be inconsistent with the provisions of these Articles of Association.
- 3.13 To establish and maintain or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit or and to give or procure the giving of pensions, superannuation allowances and emoluments to any persons who are or were at any time in the employment or service of the Company.
- 3.14 To support, aid, promote, establish, amalgamate with or become affiliated to or co-operate with any companies, institutions, associations, authorities or other bodies having objects which by law are entirely charitable and similar to any of those for which the Company is established; and to subscribe or guarantee money for such purposes and to take by subscription, purchase or otherwise and to hold shares or stocks, debentures or other securities of

any such companies, institutions, associations, authorities or other bodies.

- 3.15 To form a Guarantee fund or funds and to receive guarantees from public bodies, corporations, firms or persons, whether members or not of the Company guaranteeing sums of money for the purposes of carrying out the objects of the Company conducting specified exhibitions or other ventures or events of any one or more of them and defraying the expenses incurred in promoting, conducting and winding up the undertaking of the Company or any such exhibition, venture or event or any loss resulting therefrom and that on such terms as the Directors of the Company may think fit, and which guarantees may be in favour of the Company or in favour directly of any bank, corporation, firm or person who shall lend money to the Company.
- 3.16 To pay all or any expenses incurred in connection with the promotion, formation, conduct and winding up of the Company.
- 3.17 To do all such other lawful things as may be incidental to the attainment of the objects of the Company the remaining paragraphs falling to be read and construed and receive effect as subject thereto.

Provided that the Company shall not support with its funds any objects or endeavour to impose on or procure to be observed by its members or others any regulations, restriction or condition which, if an object of the Company, would make it a Trade Union.

In the case of the Company taking or holding any property which may be subject to any trusts, the Company shall only deal with the same in such manner as allowed by law having regard to such Trusts.

- 4 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Board of Directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company –

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Board of Directors) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Board of Directors at a rate per annum not exceeding 2 per centum less than the minimum lending rate for the time being prescribed by the Bank of England or 3 per centum whichever is the greater;
- (c) of reasonable and proper rent for premises let by any member of the

Company or of its Board of Directors; and

(d) to any member of its Board of Directors of out-of-pocket expenses.

- 5 The liability of the members of the Company is limited.
- 6 Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time that such member is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before such member 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 in the case of any member the sum of £1.
- 7 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 among the members of the Company but shall be given or transferred to some other organisation or institution having objects, which by law, are entirely charitable and similar to any of the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof, such charitable organisation or organisations, institution or institutions, to be determined by the members of the Company at or before the time of dissolution.
- 8 True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of members of the Company. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained in accordance with the requirements of the Companies Act 2006 as amended from time to time.

SECTION B

1 In this section of these Articles:

“the Act” means The Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

“Clear Days” in relation to the period of notice means the 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.

“the Company” means “HIGHLAND HOSPICE” a company limited by guarantee incorporated under the Companies Acts (registered number SC093464) and having its registered office at Ness House, 1 Bishops Road, Inverness, IV3 5SB, and a registered charity with charity number SC011227.

“Member” means a member of the Company registered in accordance with Article 3.

“the Seal” means the common seal of the Company.

“the Secretary” means any person appointed to perform the duties of the Secretary of the Company.

“Trustee” means a Director of the Company and **“the Trustees”** means the Directors of the Company for the time being as a body or a quorum of such Directors present at a meeting of the Directors.

“the United Kingdom” means Great Britain and Northern Ireland.

Expressions referring to writing shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions employed in these Articles shall bear the same meanings as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

The words importing the singular number only shall include the plural number, and vice versa.

Unless the context otherwise requires, reference to an Article or Articles means reference to the relevant numbered Article or Articles contained in this section B of the Articles.

MEMBERS

2 The number of Members shall not exceed 200 or such other number as the Trustees from time to time decide.

- 3 Such persons as agree to become members of the Company and are admitted to membership by the Trustees and their names entered in the Register of Members of the Company shall be members of the Company.
- 4 The rights and privileges of a Member as such shall be personal to that Member individually and shall not be capable of transmission or devolution on the death or bankruptcy of such Member.
- 5 Any Member may withdraw from the Company by notice in writing to the Secretary. Failing agreement otherwise by the Trustees, such notice shall take effect one month after the date of its receipt by the Secretary. Termination of a Member's membership shall not terminate that Member's liability in respect of any debts or obligations for which such Member may be responsible to the Company.
- 6 Membership of the Company shall cease forthwith in respect of a Member if the Trustees unanimously resolve that it is in the best interests of the Company that such membership shall be terminated and they shall not be obliged to assign their reasons for such resolution.

PATRONS

- 7 At any time the Trustees shall have the power of appointing any person or persons (whether a Member or not) to be a Patron of the Company. Such persons holding office as Patron may resign by notice in writing to the Secretary and the office shall be vacated if such Patron is removed by a resolution of the Trustees. No Patron of the Company shall take part in the management of the Company, nor shall they be liable on a winding-up unless a Member of the Company.

GENERAL MEETINGS

- 8 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it and not more than eighteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Trustees shall appoint.
- 9 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 10 The Trustees 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 six weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting.

NOTICE OF GENERAL MEETINGS

- 11 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 Trustee 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 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 ninety per centum of the total voting rights at that meeting of all the Members.
- 12 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting shall specify the meeting as such.
- 13 The notice shall be given to all the Members and the Trustees and auditors.
- 14 The accidental omission to give notice of a meeting to, or the non receipt of a notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 15 No business shall be transacted at any general meeting unless a quorum is present. Five Members present in person and entitled to vote upon the business to be transacted, each being a Member, or a proxy for such a Member or a duly authorised representative of such a Member, shall be a quorum.
- 16 If a quorum is not present within half an hour of the time appointed for a general meeting or if during a general meeting such a quorum ceases to be present, the meeting if convened on the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
- 17 The chairperson, if any, of the Trustees or in such chairperson's absence some other Trustee nominated by the Trustees shall preside as chairperson of the general meeting, but if neither the chairperson nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairperson and, if there is only one Trustee present and willing to act, that Trustee shall be chairperson.
- 18 If no Trustee is willing to act as chairperson, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the general meeting, the Members present and entitled to vote shall choose one of their number to be chairperson.

- 19 A Trustee shall be entitled to attend and speak at any general meeting.
- 20 The chairperson may, with the consent of a general meeting at which a *quorum* is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven 'Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 21 A resolution put to the vote at a general 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 at least two Members having the right to vote at the meeting; or
 - (c) by a Member or Members representing not less than one tenth of the total voting rights of all Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 22 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.
- 23 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. 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.
- 24 A poll shall be taken as the chairperson directs and the chairperson 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.
- 25 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 the chairperson may have.

- 26 A poll demanded on the election of a chairperson or on a 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. 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.
- 27 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 they were 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.

VOTES OF MEMBERS

- 28 Every Member shall have one vote.
- 29 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by such Member's receiver, *curator bonis*, guardian or other person authorised in that behalf appointed by that court, and any such receiver, *curator bonis*, guardian or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 30 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.
- 31 No Member shall be entitled to vote at any general meeting unless all moneys (if any) due and payable by that Member to the Company have been paid.
- 32 On a poll votes may be given either personally or by proxy.
- 33 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the following form (or in a form as

near thereto as circumstances allow or in any other form which is usual or which the directors may approve)

I/We _____ of _____
being a member/members of the above named company, hereby
appoint _____ of _____
or failing whom _____ 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.
Signed on _____ 20

- 34 Where it is desired to afford Members an opportunity of instructing the proxy how a particular Member shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)

I/We _____ of _____
being a member/members of the above named company, hereby
appoint _____ of _____
or failing whom _____ 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 they think fit or
abstain from voting.
Signed this _____ day of _____ 20

- 35 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the directors may:

- (a) 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
- (b) 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

(c) 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 director;

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

36 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the registered office of the Company before commencement of the meeting or adjourned meeting at which the proxy is used.

37 A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination 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.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

38 Any corporation which is a Member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which that person represents as that corporation could exercise if it were an individual Member.

TRUSTEES

39 The Trustees of the Company shall be appointed by the Company in general meeting. Each Trustee shall be appointed as a director of the Company for the duration of their appointment as a Trustee. Unless otherwise determined by the Company in ordinary resolution the number of the Trustees shall not be less than two nor more than twelve. No person who is not a Member shall in any circumstances be eligible to hold office as a Trustee.

40 The Trustees may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings of the Company or otherwise in connection with the discharge of their duties, provided that such payment shall be made in accordance with procedures and at such rates as the Company may determine in general meeting from time to time.

BORROWING POWERS

- 41 The Trustees may exercise all the powers of the Company to give guarantees or security, to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party, without limit as to amount, and that upon such terms and in such manner as they think fit.

POWERS AND DUTIES OF TRUSTEES

- 42 The business of the Company shall be managed by the Trustees, who may pay all expenses incurred in promoting and registering the Company, and may exercise such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.
- 43 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time by resolution determine.
- 44 The Trustees shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Trustees;
 - (b) of the names of the Trustees present at each meeting of the Trustees and of any committee of Trustees;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Trustees and of committees of the Trustees.

TRUSTEES' INTERESTS

- 45 A Trustee who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into, must declare that interest at a meeting of the Trustees; a Trustee will be debarred from voting on the question of whether or not the Company should enter into that arrangement and, unless the Trustees decide otherwise, such Trustee must withdraw from the meeting while such transaction or other arrangement is being dealt with.
- 46 For the purposes of the preceding Article, a Trustee shall be deemed to

have a personal interest in an arrangement if any partner or other close relative of that Trustee, or any firm of which that Trustee is a partner or any limited company of which that Trustee is a substantial shareholder or director (or any other party who/which is deemed to be connected with him for the purposes of section 317 of the Act) has a personal interest in that arrangement.

47 Provided:-

- (a) a Trustee has declared that Trustee's interest; and
- (b) a Trustee has not voted on the question of whether or not the Company should enter into the relevant arrangement

a Trustee will not be debarred from entering into an arrangement with a company in which that Trustee has a personal interest (or is deemed to have a personal interest under Article 46) and may retain any personal benefit which that Trustee gains from that Trustee's participation in that arrangement.

48 An interest of which a Trustee has no knowledge and of which it is unreasonable to expect that Trustee to have knowledge shall not be treated as an interest of that Trustee.

DISQUALIFICATION OF TRUSTEES

49 The office of a Trustee shall be vacated if:

- (a) they cease to be a director by virtue of any provision of the Act or they become prohibited by law from being a director; or
- (b) they become bankrupt or makes any arrangement or composition with their creditors generally; or
- (c) they are, or may be suffering from mental disorder and either:
 - (i) they are 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 1984; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person to exercise powers in respect to their property or affairs; or
- (d) they resigned from office by notice to the Company;
- (e) they shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that their office be vacated;
- (f) they ceases to be a Member; or

- (g) they are disqualified under the Charities and Trustee Investment (Scotland) Act 2005 from acting as a charity trustee or in any other circumstances under which OSCR requires their removal from office.

ROTATION OF TRUSTEES

- 50 Each Trustee (unless appointed under Article 50A, or Article 51) shall be appointed by the Members in general meeting in accordance with Article 39 and shall then hold office for an initial term of 3 years ("**Initial Term**"). After holding office as a Trustee for the Initial Term, a Trustee shall retire and shall not then be eligible for re-election for a further period of two years.

Notwithstanding the terms of Article 50, where a Trustee is due, after the Initial Term, to retire or has retired within the preceding 12 months (pursuant to Article 50), assuming that said Trustee has consented to continue to act, or be re-appointed, as a Trustee, the Trustees (excluding said Trustee) may resolve that said Trustee continue, or be re-appointed, as a Trustee for a further period of 3 years ("**Second Term**"). After holding office as a Trustee for the Second Term, assuming that said Trustee has consented to act, or be re-appointed, as a Trustee, the Trustees (excluding said Trustee) may resolve that said Trustee continue or be re-appointed, as a Trustee for a further period of 3 years ("**Third Term**"). After holding office as a Trustee for a Third Term, said Trustee shall retire, and shall not be eligible for re-election for a further period of two years. For the avoidance of doubt, where a Trustee has been appointed for a Second Term, and is not appointed for a Third Term, that Trustee shall, upon expiry of the Second Term, retire, and shall not be eligible for re-election for a further period of two years.

- 51 In addition to the process for election of Trustees under Article 39 the Trustees shall have the power to co-opt a maximum of three persons who in the opinion of the Trustees have an interest in the objects of the Company and have expertise which is of benefit to the Company. The period of co-option shall be determined by the Trustees but shall not be longer than three years and upon the expiry of such period the co-opted Trustee shall automatically vacate office as a Trustee. A co-opted Trustee may be eligible for re-appointment immediately after vacating office unless they have served a total of six or more consecutive years, in which case they shall not be eligible for re-appointment until the expiry of two years from the date of their most recent vacation of office. Co-opted Trustees shall have the same voting rights as the Trustees appointed under Article 39 and shall be appointed as directors of the Company for the duration of their co-option.

- 52 No person other than a Trustee retiring at the meeting shall unless recommended by the Trustees be eligible for election to the office of Trustee at any general meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting there shall have been left at the Registered Office of the Company Notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which such Notice is given, of their intention to propose such person for election, and also Notice in writing signed by that person of their willingness to be elected.

PROCEEDINGS OF TRUSTEES

- 53 The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of equality of votes the chairperson shall have a second or casting vote.
- 54 A Trustee may, and the Secretary on the requisition of a Trustee shall, at any time, summon a meeting of the Trustees. It shall not be necessary to give notice of a meeting of Trustees to any Trustee for the time being absent from the United Kingdom.
- 55 The quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed shall be two.
- 56 The continuing Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below that fixed by or pursuant to the Articles of the Company as the necessary quorum of Trustees, the continuing Trustees or Director may act for the purpose of increasing the number of Trustees to that number, or of summoning a general meeting of the Company, but for no other purpose.
- 57 The Trustees may elect a chairperson of Trustees and determine the period for which that person is to hold office; but if no such chairperson is elected or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairperson of the meeting.
- 58 The Trustees may delegate any of their powers to committees consisting of such persons as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it by the Trustee and be subject to the over-riding authority of the Trustees.
- 59 A committee may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be chairperson of the meeting.
- 60 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the chairperson shall have a second or casting vote.
- 61 All bona fide acts done by any meeting of the Trustees or of a committee of the Trustees or by any person acting as a Trustee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

62 A resolution in writing (which may consist of one or more documents), signed by all the Trustees for the time being entitled to receive notice of a meeting of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees duly convened and held.

63 A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which that Trustee is not entitled to vote.

SECRETARY

64 A Secretary may be appointed by the Trustees 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.

THE SEAL

65 The Trustees shall provide for the safe custody of the seal, which shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Trustees for that purpose.

ADVISORY COMMITTEE

66 The Trustees shall have power to establish an Advisory Committee to assist them in the management of the Company. The members of that Advisory Committee, who need not be Members, shall be such persons as the Trustees may from time to time determine. Any members of the Advisory Committee may, at the invitation of the Trustees, attend meetings of the Trustees and participate in all discussions taking place at such meetings, subject to the qualification that they shall not be entitled to vote at any such meetings. The Trustees may delegate to the Advisory Committee, or individual members or groups of members thereof, such powers and duties in relation to the management of the Company as they may determine.

ACCOUNTS

67 The Company shall cause accounting records to be kept in accordance with normal accounting practice and comply with the requirements of the Act and the Charities and Trustee Investment (Scotland) Act 2005 as to keeping financial records, and the audit or independent examination of accounts.

68 The accounting records shall be kept at the Company's registered office or at such other place or places as the Trustees shall think fit, and shall always be open to the inspection of the Trustees.

- 69 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of Members or any class of Members and no Member has any right to inspect any account or book or document of the company except as conferred by statute or authorised by the Trustees or by the Company in general meeting.
- 70 The Trustees shall from time to time in accordance with the requirements of the Act cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, and other accounts (if any) and reports as are required by the Act.
- 71 A summary 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 any report thereon by any auditor or other suitably qualified person in terms of the Act in such form as the Trustees may determine shall not less than twenty-one days before the date of the meeting be sent to every Member. Provided that this article shall not require a copy of those documents to be sent to any person of whose address the company is not aware. In addition there shall be deposited at the Registered Office of the Company not less than 21 days before the general meeting before which it is to be laid, an unabbreviated version 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 any report thereon by any auditor or other suitably qualified person in terms of the Act and a copy of such unabbreviated version shall be provided to any Member upon request.
- 72 Once at least in every year the accounts of the Company shall be prepared by a suitably qualified person who shall act in accordance with the requirements of the Act and the Charities and Trustee Investment (Scotland) Act 2005.

NOTICES

- 73 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 Trustees need not be in writing.
- 74 The Company may validly send or supply any document (including any notice) or information to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the Register of Members;
 - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the Register of Members;
 - (c) by fax to a fax number notified by the Member in writing;

(d) by electronic mail to an email address notified by the Member in writing;
or

(e) by means of a website the address of which has been notified to the Member in writing;

in accordance with these Articles.

75 The Company may only send a document or information to a Member by electronic mail:

(a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and

(b) to the address specified for that purpose by the Member.

76 The Company may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Company sending him a request asking him to agree to the Company communicating with him in that manner, provided that:

(a) the request stated clearly what the effect of failure to respond would be;

(b) when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;

(c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and

(d) the Charity complies with the requirements of Articles 77 and 78

77 When sending information or a document via a website, the Company must notify each intended recipient of:

(a) the presence of the document or information on the website;

(b) the address of the website;

(c) the place on the website where it may be accessed; and

(d) how to access the document or information.

78 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:

(a) in the case of notice of a general meeting, until after the general meeting has ended; and

(b) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 77.

79 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

(a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;

(b) two Clear Days after being sent by first class post to the relevant address;

(c) three Clear Days after being sent by second class or overseas post to the relevant address;

(d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 77);

(e) on being handed to the Member (or, in the case of a Member organisation, its authorised representative) personally; or if earlier

(f) as soon as the Member acknowledges actual receipt.

80 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

81 Members may validly send any notice or document to the Company:

(a) by post to

(i) the Company's registered office; or

(ii) any other address specified by the Company for such purposes;

(b) to any fax number or email address provided by the Company for such purposes.

82 A Member present, either in person or by proxy, at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

INDEMNITY

83 In accordance with and subject to the provisions of the Act and the Charities and Trustee Investment (Scotland) Act 2005, but without prejudice to any indemnity to which a director may otherwise be entitled, every Trustee or other officer or auditor of the Company may, if the Trustees so resolve, be indemnified out of the assets of the Company against any liability incurred by them in defending any proceedings, whether criminal or civil, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in

relation to the affairs of the Company.

- 84 To the extent permitted by the Act and the Charities and Trustee Investment (Scotland) Act 2005, the Company may buy and maintain insurance against any liability falling upon its Trustees and other officers and auditors.

