

**THE COMPANIES ACT 2006
 COMPANY LIMITED BY GUARANTEE
 AND NOT HAVING A SHARE CAPITAL**

ARTICLES of ASSOCIATION

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OBJECTS, ACTIVITIES & POWERS

Objects of the Company

1. The objects of the Company shall be the advancement of education, health and wellbeing, equality of opportunity and the relief of disadvantage of people living with an autism spectrum condition and related conditions.

Activities of the Company

2. In furtherance of its objects but not otherwise the Company shall seek to:
 - a. Work for and promote the preservation and development of mental health and the prevention and treatment of mental disorders and defects;
 - b. Work for and promote the study of and research into autism or other impairments of communication and to obtain and make records of and disseminate information concerning the same;
 - c. Provide innovative person-centred approaches, inclusive lifestyles and stakeholder involvement to support and enable children, young people and adults living with autism;
 - d. Foster mutual help and co-operation between parents, relatives and friends of individuals with an autistic spectrum disorder and related conditions and all entrusted with the care of children and adults with autistic spectrum disorder and related conditions;
 - e. Promote, enter into and organise co-operation with and between bodies and persons in the achievement of the above objects and to that end bring into association and intercourse internationally, nationally and locally, any bodies and persons engaged in or about to engage in the furtherance of the above objects;
 - f. Improve and elevate the technical and general knowledge of the public or of any person or persons engaged in or about to engage in the furtherance of the above objects or in any employment in connection therewith and to this end, either alone or in conjunction with other persons or organisations including by providing lectures, training courses, conferences and the like;
 - g. Carry on, assist or promote the establishment, support, provision and maintenance of a wide range of services for children and adults in connection with the furtherance of the objects of the Company and to provide services at or in connection with such places, either gratuitously or otherwise; and
 - h. Do all such acts and things as shall promote the employment of persons living with an autism spectrum disorder or conditions.

Powers of the Company

3. The Company, in carrying out the above objects, shall have and may exercise all or any of the following powers:

- a. To carry on any other activities which further any of the above objects.
- b. To procure and print, publish, issue and circulate, gratuitously or otherwise, reports and periodicals, books, pamphlets, leaflets, advertisements, appeals or other literature.
- c. To promote companies whose activities may further one or more of the above objects or may generate income to support the activities of the Company, acquire and hold shares in such companies and carry out, in relation to any such company which is a subsidiary of the Company, all such functions as may be associated with a holding company.
- d. To acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for the Company's activities.
- e. To purchase, take on lease, hire or otherwise acquire, any property or rights which are suitable for the Company's activities.
- f. To improve, manage, develop or otherwise deal with, all or any part of the property and rights of the Company.
- g. To sell, let, hire out, license or otherwise dispose of, all or any part of the property and rights of the Company.
- h. To lend money and give credit (with or without security) and to grant guarantees and issue indemnities.
- i. To borrow money and to give security in support of any such borrowings by the Company, in support of any obligations undertaken by the Company or in support of any guarantee issued by the Company.
- j. To promote and incorporate the formation of any charitable bodies or organisations or subsidiary charities or trading companies and to assist, financially or otherwise or enter into any arrangement with such bodies and persons in the furtherance of the above objects and particularly to render assistance either directly or indirectly or through other bodies or persons to government departments and public authorities in the administration of statutes and orders relating to autistic spectrum disorders and conditions or other impairments of communication in such manner as such assistance may from time to time be requested by such government departments and authorities or as the Company shall determine.
- k. To enter into interest rate derivative transactions, upon such terms with or without security including charging any part of the property, heritable or moveable of the Company as the Company shall think fit, to hedge the Company's exposure to fluctuations in the interest payable on borrowed monies
- l. To seek financial accommodation by way of overdraft, loan or otherwise,

government bonds, treasury bills, exchequer bills of whatever kind, commercial bonds, commercial paper, letters of credit, leases, indemnities or advances made to or for the accommodation of the Company and to enter into currency exchange and interest rate transactions including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangement and such other instruments as are similar to or derived from any of the foregoing for the purposes of the Company on such terms and conditions as are then current.

- m. To employ such staff as are considered appropriate for the proper conduct of the Company's activities and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- n. To engage such consultants and advisers as are considered appropriate from time to time.
- o. To effect insurance of all kinds (which may include officers' liability insurance).
- p. To invest any funds which are not immediately required for the Company's activities in such investments as may be considered appropriate (and to dispose of and vary, such investments).
- q. To liaise with other voluntary sector bodies, local authorities, UK or Scottish Government departments/agencies and other bodies all with a view to furthering the Company's objects.
- r. To establish and/or support any other charitable body and to make donations for any charitable purpose falling within the Company's objects.
- s. To transfer or make over, with or without valuable consideration, any part of the property or assets of the Company not required for the purposes for which it is formed to any charitable body.
- t. To take such steps as may be deemed appropriate for the purpose of raising funds for the Company's activities.
- u. To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- v. To oppose or object to any application or proceedings which may prejudice the Company's interests.
- w. To apply for, promote and obtain or join in applying for, promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or licence of any authority necessary for the furtherance or realisation of the objects of the Company and to take all such steps and proceedings and

do all such acts and things, either alone or jointly with others, whether by opposing applications or proceedings or otherwise as shall be necessary.

- x. To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation or mutual assistance with any charitable body.
 - y. To combine, co-operate, federate, amalgamate or affiliate with or subscribe to or have affiliated with itself any charitable body whose objects are generally similar to the objects of the Company and to acquire and undertake all or part which may lawfully be taken over of the assets, liabilities and engagements of any such other body.
 - z. To do anything which may be incidental or conducive to the furtherance of any of the Company's objects. In this clause:
 - i. the expression "charity" shall mean a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
 - ii. the expression "charitable purpose" shall mean a purpose which constitutes a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Act.
4. The income, assets and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in Article 1 above and subject to the following paragraphs 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. Nothing herein shall prevent any payment in good faith by the Company:
- a. of out-of-pocket expenses incurred in carrying out duties by any member, trustee, officer or employee of the Company;
 - b. reasonable payment in return for services rendered to the Company;
 - c. Trustee indemnity insurance and
 - d. payment or benefits permitted in terms of the Charities and Trustee Investment (Scotland) Act 2005.

GENERAL STRUCTURE

5. The structure of the company consists of:
- a. **Members** - who have the right to attend the annual general meeting (and any general meeting) and have important powers under the Articles of

Association and the Companies Acts; in particular, the members take decisions in relation to changes to the Articles themselves.

- b. **Trustees** (together called the Board) - who hold regular meetings during the period between annual general meetings and generally control and supervise the activities of the company; in particular, the Trustees are responsible for monitoring the financial position of the company; the Trustees are the charity trustees in terms of the Charities & Trustee Investment (Scotland) Act 2005 and are also Company Trustees under the Companies Act 2006.
- c. **Supporters** – individuals and organisations who wish to support Scottish Autism. Supporters do not have voting rights.
- d. **Affiliates** – organisations affiliated to Scottish Autism and who have similar aims and objectives to the company. Affiliates do not have voting rights.

MEMBERS

Membership

- 6. The Members of the Company shall be the Trustees of the Company from time to time. Upon appointment as a Trustee, a person shall automatically become a Member of the Company and their name and other relevant details shall be entered into the Register of Members in accordance with Article 12.
- 7. Employees of the company shall not be eligible to be members of the Company.
- 8. Membership is not transferable from one person to another.

Withdrawal from Membership

- 9. Any member who wishes to withdraw from membership shall sign and lodge with the Company, a written notice to that effect; on receipt of the notice by the Company, they shall cease to be a member.
- 10. Honorary Members shall be persons elected as such by the Board, who may be deemed to have rendered especially valuable services to the Company. Honorary Members shall not be required to pay any subscription nor shall they be entitled to vote at any meeting of the company.

Removal from Membership

- 11. Any member may be removed from membership by resolution of the Trustees, providing the following procedures have been observed:
 - a. at least 14 days' notice of the intention to propose the resolution must be given to the member concerned or sent to their last known address, specifying the grounds for the proposed removal and
 - b. the member concerned shall be entitled to be heard on the resolution by at

least two Trustees at a mutually convenient time and place.

Register of Members

12. The Trustees shall maintain a register of members, setting out the full name and address of each member, the date on which they were admitted to membership and the date on which any person ceased to be a member.

GENERAL MEETINGS

Meetings of Members

13. The Trustees may convene an annual general meeting in each year.
14. The Trustees may convene a general meeting at any time.
15. The Trustees must convene a general meeting if there is a valid requisition by no less than 10% of the members from time to time.

Notice of General Meetings

16. At least 14 clear days' notice must be given of an annual general meeting or a general meeting.
 - a. The reference to "clear days" shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or in the case of a notice contained in an electronic communication, the day after the time when it was sent) and also the day of the meeting, should be excluded.
 - b. A notice calling a meeting shall specify the time and place of the meeting and:
 - i. indicate the general nature of the business to be dealt with at the meeting and shall contain particulars of any Trustee due to retire by rotation or otherwise and of any persons proposed for appointment or re-appointment as Trustee
 - ii. if a special resolution (see Article 17) or a resolution requiring special notice under the Act is to be proposed, shall also state that fact, giving the exact terms of the resolution.
 - iii. for convening an annual general meeting, shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called a general meeting.
 - iv. Notice of every general meeting shall be given (either in writing or where the party to whom notice is given has notified the company of an address to be used for the purpose of electronic communications, by way of an electronic communication) to all the members and (if there are auditors in office at the time) to the auditors.

Special Resolutions & Ordinary Resolutions

17. For the purposes of these Articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an annual general meeting or general meeting, providing proper notice of the meeting and of the

intention to propose the resolution has been given in accordance with Article 16; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution and accordingly no account shall be taken of abstentions or members absent from the meeting.

18. In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the company, by special resolution:
 - a. to alter its name
 - b. to alter its Articles of Association with respect to the company's objects
 - c. to alter any provision of these Articles or adopt new Articles of Association.
19. For the purposes of these Articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against and (as applicable) the chairperson's casting vote), at an annual general meeting or general meeting, providing proper notice of the meeting has been given in accordance with Article 16.

Procedure at General Meetings

20. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be six or one half of the members entitled to vote from time to time.
21. A person may participate in a meeting of the Trustees (or of a sub-committee of Trustees) by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively with all other parties participating in the meeting. Participation in this manner is deemed to constitute presence in person at the meeting.
22. Members may send a proxy to represent them at any general meeting. The name of the proxy must be recorded, as well as the name of the member they are representing. Proxies are not required to be members of the Company.
23. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence or if, during a meeting, a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
24. The Chair of the Company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the Chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the Trustees present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
25. The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
26. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally or by proxy.

27. If there is an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.
28. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two members present in person at the meeting); a secret ballot may be demanded either before the show of hands takes place or immediately after the result of the show of hands is declared.
29. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

TRUSTEES

Minimum & Maximum Number of Trustees

30. The minimum number of Trustees shall be six and the maximum number of Trustees shall be twelve excluding co-opted Trustees (see Article 33).

Election, Retiral & Re-election

31. Trustees shall be responsible for the appointment of additional Trustees from time to time. Such appointments may take place at the annual general meeting of the Company or otherwise as may be required from time to time. The Board may, in its discretion, advertise Trustee vacancies and the necessary criteria for appointment, having regard to the skillset of existing Trustees and the needs of the Company from time to time.
32. Trustees are expected to serve for a minimum of 4 consecutive years and a maximum of 8 consecutive years; thereafter they will not be eligible for re-election to the Board during the following 4 years, after which they may be re-elected to the Board for a maximum of 4 further years. However, these terms may be extended for individual trustees by a resolution at a general meeting (those trustees affected being ineligible to vote).

Co-opted Trustees

33. The Trustees may at any time co-opt up to four individuals as Trustees of the Company for such period as the Trustees shall agree.

Termination of Office

34. A Trustee shall automatically vacate office if:
 - a. they cease to be a Trustee through the operation of any provision of the Act or becomes prohibited by law from being a trustee.
 - b. they become debarred under the Charities & Trustee Investment (Scotland) Act 2005 or other statutory provision from being involved in the management or control of a charity.

- c. they become incapable for medical reasons of fulfilling the duties of their office and such incapacity is expected to continue for a period of more than six months.
- d. they cease to be a member of the Company (unless they are a co-opted Trustee in terms of Article 33).
- e. they have reached the end of his/ her maximum term of office.
- f. they become an employee of the Company.
- g. they resign office by notice to the Company.
- h. they are absent (without permission of the Trustees) from more than three consecutive meetings of the Trustees and the Trustees resolve to remove them from office.
- i. they are sequestered.
- j. they are removed from office by resolution of the Trustees.

Register of Trustees

35. The Trustees may maintain a register of Trustees, setting out full details of each trustee, including the date on which they became a trustee and also specifying the date on which any person ceased to hold office as a trustee.

Office Bearers

36. The Trustees shall elect from among themselves a Chair, a Vice Chair and a Treasurer and such other office bearers (if any) as they consider appropriate.
37. At each annual general meeting all of the Office Bearers shall cease to hold office but shall then be eligible for re-election. Election of these Office Bearers shall take place at the first Trustees' meeting following an annual general meeting.
38. A person elected to any office shall cease to hold that office if they cease to be a Trustee or if they resign from that office by written notice to that effect.

Powers of Trustees

39. Subject to the provisions of the Act and these Articles and subject to any directions given by special resolution, the company and its assets and undertaking shall be managed by the Trustees, who may exercise all the powers of the company. In exercising said powers, the Trustees shall at all times act in such a manner as to promote the interests of the company, irrespective of any conflicting office, post, engagement or other connection or interest that they may have.
40. A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

Trustees Declarations of Interests

41. The Trustees may, in accordance with the requirements set out in Articles 41 to 46, authorise any matter proposed to them by any Trustee which would, if not authorised, involve or constitute a Trustee (an "Interested Trustee") breaching or infringing his duty under section 175 of the Act to avoid conflicts of interest (the "Conflict").
42. Any authorisation under Articles 41 to 46 will be effective only if:
 - a. the matter in question, to the extent permitted by the Act, shall have been proposed by any Trustee for consideration at a meeting of the Board of Trustees in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;
 - b. any requirement as to the quorum at the meeting of the Trustees at which the matter is considered is met without counting the Interested Trustee; and
 - c. the matter was agreed to without the Interested Trustee voting or would have been agreed to if the Interested Trustee had not been counted in the vote.
43. Any authorisation of a matter under Articles 41 to 46 may (whether at the time of giving the authority or subsequently):
 - a. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - b. be subject to such terms and for such duration or impose such limits or conditions as the Trustees may determine on the Interested Trustee or
 - c. be terminated or varied by the Trustees at any time.

This will not affect anything done by the Trustee prior to such termination or variation in accordance with the terms of the authorisation.

44. Where the Trustees authorise a conflict they may provide, without limitation (whether at the time of giving the authority or subsequently), that the Trustee:
 - a. is excluded from discussions (whether at meetings of the Board of Trustees or otherwise) related to the Conflict;
 - b. is not given any documents or other information relating to the Conflict; or
 - c. may or may not vote (or may or may not be counted in the quorum) at any future meeting of Trustees in relation to any resolution relating to the Conflict.

Notwithstanding the fact that the Trustees have made provisions (or otherwise)

under this Article 44, the Interested Trustee whose Conflict has been authorised shall not be in breach of his duties to the Company where the Interested Trustee, of his own accord, does not attend any discussions, refuses to receive any documents or information relating to the Conflict or refuses to vote on any resolution relating to the Conflict (or refuses to do or does any similar action).

45. Where the Trustees authorise a Conflict:
- a. the Interested Trustee will be obliged to conduct themselves in accordance with any terms imposed by the Trustees in relation to the Conflict and
 - b. the Interested Trustee will not breach or infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees may impose in respect of its authorisation.
 - c. the Trustees may decide (whether at the time of giving the authority or subsequently) that, if a Trustee has obtained any information through his involvement in the Conflict otherwise than as a Trustee of the Company and in respect of which he owes a duty of confidentiality to another person, the Trustee is under no obligation to:
 - i. disclose such information to the Trustees or to any Trustee or other officer or employee of the Company; or
 - ii. use or apply any such information in performing his duties as a trustee;

Where to do so would amount to a breach of that confidence and accordingly by not disclosing, using or applying such information, the Trustee shall not be in breach or infringe his duties to the Company in terms of Sections 171 to 177 of the Act.

46. A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Trustees or by the Company (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, agreement or arrangement relating to a Conflict that has been authorised by the Board of Trustees shall be liable to be avoided on such grounds.

Personal Interests

47. A Trustee who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare the nature and extent of his/ her interest at a meeting of the Trustees. They will be debarred from voting on the question of whether or not the Company should enter into that arrangement or any resolution relating to the personal interest at any future meeting. If a question arises at a meeting of Trustees or at a meeting of a sub-committee of Trustees as to the right of a Trustee to vote, the question may,

before the conclusion of the meeting, be referred to the chairperson of the meeting and their ruling in relation to any Trustee other than them self shall be final and conclusive.

48. 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 theirs or any firm of which they are a partner or any limited company of which they are a substantial shareholder or Trustee (or any other party who/which is deemed to be connected with them for the purposes of section 182 of the Act), has a personal interest in that arrangement.
49. Provided they have declared their interest and 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 the company in which they have a personal interest (or is deemed to have a personal interest under Article 48) and may retain any personal benefit which they gain from their participation in that arrangement.
50. No Trustee may serve as an employee (full time or part time) of the Company and no Trustee may be given any remuneration by the Company for carrying out their duties as a Trustee.
51. The Trustees may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Trustees, general meetings, meetings of sub-committees or otherwise in connection with the carrying-out of their duties.

TRUSTEES' MEETINGS

Procedure

52. Any three Trustees may request the secretary to call a meeting of the Trustees and upon such a request the secretary must convene such a meeting.
53. Questions arising at a meeting of the Trustees shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
54. No business shall be dealt with at a meeting of the Trustees unless a quorum is present; the quorum for meetings of the Trustees shall be four. Co-opted Trustees shall not count towards quorum of a meeting of Trustees. If at any time the number of Trustees in office falls below the number fixed as the quorum, the remaining Trustee(s) may act only for the purpose of filling vacancies or of calling a general meeting.
55. A person may participate in a meeting of the Trustees (or of a sub-committee of Trustees) by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively with all other parties participating in the meeting. Participation in this manner is deemed to constitute presence in person at the meeting.

56. Unless they are unwilling to do so, the Chair of the Company shall preside as chairperson at every Trustees' meeting at which they are present. If the Chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Trustees present shall elect from among themselves the person who will act as chairperson of the meeting.
57. The Trustees may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Trustees; for the avoidance of doubt, any such person who is invited to attend a Trustees' meeting shall not be entitled to vote.
58. A Trustee shall not vote at a Trustees' meeting (or at a meeting of a sub-committee) on any resolution concerning a matter in which they have a personal interest which conflicts (or may conflict) with the interests of the company; they must withdraw from the meeting while an item of that nature is being dealt with.
59. A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
60. The Company may, by ordinary resolution, suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of Articles 52 to 59.

Delegation to Sub-Committees

61. The Trustees may delegate any of their powers to any sub-committee consisting of one or more Trustees and such other persons (if any) as the Trustees may determine. They may also delegate to the Chair of the Company (or the holder of any other post) such of their powers as they may consider appropriate. Any delegation of powers under Article 61 may be made subject to such conditions as the Trustees may impose and may be revoked or altered.
62. The rules of procedure for any sub-committee shall be as prescribed by the Trustees.
63. Portfolios of work and responsibilities may be established for Trustees, linked to the operations of the Company and these shall be reviewed and amended from time to time as required.

ADMINISTRATION

Secretary

64. A Company Secretary may be appointed by the Trustees for such term, at such remuneration (if any) and upon such conditions as they may think fit. The Company Secretary may be removed by them at any time.

Supporters

65. Supporters shall be individuals over the age of 16 or organisations who support the objects of the Company but who are not members of the Company.

66. Supporters do not have voting rights but may be eligible to attend events organised from time to time and/or to receive information regarding the work of the Company from time to time.

Minutes

67. The Trustees shall ensure that minutes are made of all proceedings at annual general meetings, general meetings, Trustees' meetings and meetings of sub-committees. A minute of any meeting shall include the names of those present and (as far as possible) shall be signed by the chairperson of the meeting.

Accounting Records & Annual Accounts

68. The Trustees shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
69. The Trustees shall prepare annual accounts, complying with all relevant statutory requirements. If an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

Notices

70. Any notice which requires to be given to a member under these Articles shall be given either in writing or by way of an electronic communication; such a notice may be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by them to the company or (in the case of a member who has notified the company of an address to be used for the purpose of electronic communications) may be given to the member by way of an electronic communication.
71. Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
72. Any notice contained in an electronic communication shall be deemed to have been given at the expiry of 24 hours after 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 Institute of Chartered Secretaries and Administrators.

MISCELLANEOUS

Winding-up

73. 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 body with objects similar to its own or to another body the objects of which are the promotion of charitable purposes.

Indemnity

74. Without prejudice to Articles 75 to 77 and subject to the provisions of and to the extent permitted by the Act but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by them for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article or any element of it, to be treated as void under the Act.
75. Subject to the Act and any agreement made between a Trustee or other officer and the Company in accordance with the Act, a Trustee or other officer shall be indemnified out of the Company's assets against any expenses which that Trustee or officer incurs in connection with:
- a. civil proceedings in relation to the Company (unless judgment is given against the Trustee/ officer and the judgment is final);
 - b. criminal proceedings in relation to the Company (unless the Trustee/ officer is convicted and the conviction is final) or
 - c. any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company (unless the court refuses to grant the Trustee/ officer relief, and the refusal is final).
76. For the purposes of Article 77 judgment, conviction or refusal of relief becomes final if:
- a. the period for bringing an appeal (or any further appeal) has ended and
 - b. any appeal brought is determined, abandoned or otherwise ceases to have effect.
77. The indemnity contained in Article 76 shall be subject to the provisions of the Act and is without prejudice to any other indemnity to which a trustee may otherwise be entitled.

Insurance

78. Subject to the Act, the Trustees may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss. In this Article:
- a. a "relevant officer" means any Trustee or former Trustee of the Company, any other officer or employee or former officer or employee of the Company or its associate (but not the auditors) or any Trustee of a pension fund or employee benefits trust of the Company;
 - b. a "relevant loss" means any loss or expenditure which has been or may be

incurred by a relevant officer in connection with that relevant officer's duties, powers or responsibilities in relation to the Company or an associate or its pension fund or employee benefits trust and

- c. an "associate" means any subsidiary or subsidiary undertaking or holding company of such company and any other subsidiary or subsidiary undertaking of any holding company of such company ("holding company" and "subsidiary company" having the meanings set out in section 1159 and Schedule 6 of the Companies Act 2006).

Liability of Members

79. The liability of the members is limited to ONE POUND (£1.00). Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while They are a member or within one year after they ceases to be a member, for payment of the:

- a. debts and liabilities of the Company contracted before he ceases to be a member;
- b. 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.

Interpretation

80. In these Articles:

- a. "the Act" means the Companies Act 2006;
- b. "the Taxes Act" means the Income and Corporation Taxes Act 1988;
- c. any reference in these Articles to a provision of the Act shall be taken to include any statutory modification or re-enactment of that provision which is in force at the time;
- d. "electronic communication" has the same meaning as is assigned to that expression in the Electronic Communications Act 2000.
- e. "person" means any individual, organisation or body including any authorised representative of any organisation or body.
- f. Reference in these Articles to the singular shall be deemed to include the plural.

Signed:

Reign M. MacArthur

Date:

7th December 2020

On behalf of the Board of Trustees

