SCOTTISH AUTISM

Embracing difference, leading change

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

SCOTTISH AUTISM

Company Number: SC081123

Scottish Charity Number: SC009068

(adopted by special resolution passed on 30 June 2026)

BRODIES LLP

ENLIGHTENED THINKING

CONTENTS

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 autistic people and those with 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 wellbeing;

b) Work for and promote the study of and research into autism or other related conditions and to obtain and make records of and disseminate information concerning the same;

c) Provide innovative person-led approaches, inclusive lifestyles and stakeholder involvement to support and enable autistic children, young people and adults to thrive;

d) Foster mutual help and co-operation between parents, relatives and friends of autistic people and individuals with related conditions and all entrusted with the care of autistic children and adults and individuals with 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 autistic people and individuals with related conditions.

Powers of the Company

3 The Company has power to do anything which is calculated to further its objects (as set out in Article 1) or is conducive or incidental to doing so.

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 Act.

GENERAL STRUCTURE

5 The structure of the Company consists of:

a) Members - who have the right to attend and vote at the annual general meeting (and any general meeting) and have important powers under the Articles and the Act; in particular, the members take decisions in relation to changes to the Articles themselves.

b) Trustees (together called the Board) - who hold regular meetings or take decisions by way or resolutions in writing, to 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 Act and are also Company Trustees under the Act.

c) Supporters - individuals and organisations who wish to support the Company. Supporters do not have voting rights.

d) Affiliates - organisations affiliated to the Company 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 and Annual 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.

c) A notice 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.

d) 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, general meeting or proposed by way of resolution in writing, providing proper notice of the meeting and of the intention to propose the resolution (if not proposed by way of resolution in writing) has been given in accordance with Article 17 ; 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 (subject to first obtaining the consent of OSCR with respect to article 18 a) and b) below), by special resolution:

a) to alter its name;

b) to alter its Articles with respect to the Company's objects;

c) to alter any provision of these Articles or adopt new Articles.

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 of the members or annual general meeting unless a quorum is present; the quorum for a general meeting shall be six. If the total membership is less than twelve then the quorum will be one half of the members (rounded to the nearest whole number) entitled to vote from time to time.

20.1 Any member is able to exercise the right to speak at a general meeting or annual general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

20.2 Any member is able to exercise the right to vote at a general meeting or annual general meeting when:-

a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

b) that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

20.3 The Trustees may make whatever arrangements they consider appropriate to enable the members attending a general meeting or annual general meeting to exercise their rights to speak or vote at it.

20.4 In determining attendance at a general meeting, it is immaterial whether any two or more of the members attending it are in the same place as each other.

20.5 Two or more persons who are not in the same place as each other attend a general meeting or annual general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

21 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.

22 If a quorum is not present within 15 minutes after the time at which a general meeting or annual 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.

23 The chairperson of the Company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting or annual general meeting; if the chairperson 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.

24 The chairperson of a general meeting or annual general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.

25 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.

26 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.

27 A resolution put to the vote at a general meeting or annual 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.

28 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.

28.1 The Chairperson of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting or annual general meeting.

TRUSTEES

Minimum & Maximum Number of Trustees

29 The minimum number of Trustees shall be six and the maximum number of Trustees shall be twelve excluding co-opted Trustees (see Article 32).

Election, Retiral & Re-election

30 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, other general meeting 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.

31 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

32 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

33 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 Act 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 32);

e) they have reached the end of their 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 sequestrated;

j) they are removed from office by resolution of the Trustees; or

k) they die.

Register of Trustees

34 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

35 The Trustees shall elect from among themselves a chairperson and such other office bearers (if any) as they consider appropriate.

36 The Trustees may determine the length of term for which the chairperson or other office-bearers (if any) are to serve in that office, although that term may be renewed or extended.

37 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

38 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.

39 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

Trustees Declarations of Interests

40 The Trustees may, in accordance with the requirements set out in Articles 40 to 45, 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 their duty under section 175 of the Act to avoid conflicts of interest (the "Conflict").

41 Any authorisation under Articles 40 to 45 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 in Writing 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) where the matter is to be considered at a Trustees' meeting, 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.

42 Any authorisation of a matter under Articles 40 to 45 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 (including, without limitation, as to the Trustee's entitlement to receive information on the matter, and their entitlement to participate in any subsequent decision-making process relating to the matter; and

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.

43 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 43, the Interested Trustee whose Conflict has been authorised shall not be in breach of their duties to the Company where the Interested Trustee, of their 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).

44 Where the Trustees authorise a Conflict:

a) the Interested Trustee will be obliged to conduct themself 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 they owe to the Company by virtue of sections 171 to 177 of the Act provided they act 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 their involvement in the Conflict otherwise than as a Trustee of the Company and in respect of which they owe 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 their 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 their duties to the Company in terms of Sections 171 to 177 of the Act.

45 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:

a) 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; or

b) by the Company in a general meeting.

Personal Interests

46 A Trustee who has a personal interest (whether directly or indirectly) in any transaction or other arrangement which the Company is proposing to enter into, must declare the nature and extent of their interest to the other Trustees. They will be debarred from voting on the question of whether or not the Company should enter into that arrangement and absent themselves from any discussions of the Trustees in relation to that matter or proposed transaction or 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 themself shall be final and conclusive.

47 Any declaration under article 46 must be made before the discussion at the Trustees’ meeting on the matter or before the discussion at the Trustees' meeting on the question of whether the transaction or arrangement should be entered into.

48 Where a transaction or arrangement has already been entered into by the company and a Trustee has a personal interest in that transaction or arrangement, that Trustee must (unless they declared their interest in advance of the company entering into the transaction or arrangement, in accordance with article 46) declare the nature and extent of their interest at a Trustees' meeting or by way of a notice to the Board.

49 For the purposes of articles 46 and 48:

a) an interest held by an individual who is "connected" with the Trustee under section 68(2) of the Charities Act (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that Trustee;

b) a Trustee will (subject to article 52) be deemed to have a personal interest in relation to a particular matter, transaction or arrangement if a body in relation to which they are an employee, director, member of the management committee, officer or elected representative (or a body in relation to which they are a major shareholder or have some other significant financial interest) has an interest in that matter, transaction or arrangement.

50 The Board may suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of articles 46 to 50.

51 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.

52 Where a subsidiary of the company has an interest in a particular matter which is to be considered by the Board, a Trustee who is also a director of that subsidiary will not be debarred from voting on that matter (unless they have a different personal interest in that matter, unrelated to their position as a director of that subsidiary).

53 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.

54 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

55 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.

56 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.

57 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 six. If the total number of Trustees is less than twelve then the quorum will be one half of the Trustees (rounded to the nearest whole number) entitled to vote from time to time. 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.

58 In determining whether Trustees are participating in a Trustees' meeting (or of a sub-committee of Trustees), it is irrelevant where any Trustee is or how they communicate with each other, 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.

59 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

60 Unless they are unwilling to do so, the chairperson of the Company shall preside as chairperson at every Trustees' meeting at which they are present. If the chairperson 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.

61 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.

62 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.

63 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.

64 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 55 to 63.

Trustees' resolutions in Writing

65 A decision of the Trustees is taken in accordance with this Article may take the form of a resolution in writing.

66 A proposed Trustees' resolution in Writing is adopted when a majority of the Eligible Trustees have signed one or more copies of it, or to which each Eligible Trustee has otherwise indicated agreement in Writing, provided that those Trustees would have formed a quorum at a Trustees' meeting had the resolution been proposed at such a meeting.

67 Once a Trustees' resolution in Writing has been adopted, it must be treated as if it had been a decision taken at a Trustees' meeting in accordance with these Articles.

Delegation to Sub-Committees

68 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 chairperson 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 68 may be made subject to such conditions as the Trustees may impose and may be revoked or altered.

69 The rules of procedure for any sub-committee shall be as prescribed by the Trustees.

70 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

71 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

72 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.

73 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

74 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

75 The Trustees shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

76 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

77 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.

78 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.

79 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

80 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

81 Without prejudice to Articles 82 to 84 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.

82 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).

83 For the purposes of Article 84 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.

84 The indemnity contained in Article 83 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

85 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 Act).

Liability of Members

86 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 they cease 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

87 In these Articles:

a) "**Articles**" means the Company's articles of association;

b) "**Board**" means the board of Trustees of the Company;

c) "**Charities Act**" means the Charities & Trustee Investment (Scotland) Act 2005;

d) "**Company**" means Scottish Autism;

e) "**Electronic Form**" means, in relation to the sending or supply of a document or information, the sending or supply by electronic means (such as by e-mail or fax) or by any other means while in an electronic form (such as sending a disk by post);

f) "**Eligible Trustee**" means a Trustee who would be entitled to vote on the matter at a meeting of Trustees, but excluding any Trustee whose vote is not to be counted in respect of the particular matter;

g) "**OSCR**" means the Office of the Scottish Charity Regulator;

h) "**the Act**" means the Companies Act 2006;

i) "**the Taxes Act**" means the Income and Corporation Taxes Act 1988;

j) "**Trustee**" means a charity trustee as defined in section 106 of the Charities Act and includes any person occupying the position of director, by whatever name called who is appointed in terms of article 30;

k) "**Writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

88 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;

a) "electronic communication" has the same meaning as is assigned to that expression in the Electronic Communications Act 2000.

b) "person" means any individual, organisation or body including any authorised representative of any organisation or body.

Reference in these Articles to the singular shall be deemed to include the plural.