

The Companies Acts 1985 to 2006
Company Limited by Guarantee and not having a Share Capital

**Articles of Association
of
Chest Heart & Stroke Scotland**

Approved by Annual General Meeting
29th November 2018

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Name

1. The name of the company is **Chest Heart & Stroke Scotland**. In these Articles of Association it is called the "Charity".

Registered office

2. The registered office of the Charity is situated in Scotland.

Objects

3. The objects of the Charity are:

- 3.1 the advancement of health through improving the quality of life for people in Scotland, and elsewhere, affected by chest, heart and stroke illness, through medical research, influencing public policy, advice & information and support in the community;
- 3.2 to engage in and to undertake all other similar charitable purposes.

Interpretation

4. In these Articles the following terms shall have the following meanings:

	Term	Meaning
4.1	"address"	includes a number or address used for the purposes of sending or receiving documents by electronic means
4.2	"annual retirement meeting"	has the meaning given to it in Article 19
4.3	"Articles"	these Articles of Association of the Charity
4.4	"charitable purpose"	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 Acts
4.5	"Charity"	Chest Heart & Stroke Scotland
4.6	"circulation date"	in relation to a written resolution, has the meaning given to it in the Companies Acts
4.7	"clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

- 4.8 “Companies Acts” has the meaning given to it in Section 2 of the Companies Act 2006
- 4.9 “Connected Person” (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital or (d) any other person, legal or natural defined as a “Connected Person” in terms of the Companies Acts or in terms of the Charities and Trustee Investments (Scotland) Act 2005
- 4.10 “electronic form” and “electronic means” have the meanings respectively given to them in the Companies Act 2006
- 4.11 “financial expert” an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
- 4.12 “hard copy” and “hard copy form” have the meanings respectively given to them in the Companies Act 2006
- 4.13 “Illness” illnesses caused by chest, heart and stroke conditions
- 4.14 “Memorandum” the Memorandum of Association of the Charity
- 4.15 “Secretary” the secretary of the Charity (if any)
- 4.16 “Subsidiary Company” any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
- 4.17 “Trustee” and “Trustees” the director and directors as defined in the Companies Acts

5. In these Articles:

- 5.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity;
- 5.2 Subject to Article 5.1, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Powers

6. To further its objects the Charity may:

- 6.1 provide and maintain the provision of information relating to all aspects of the illness and to arrange for publication by all means of information to raise awareness of the illness;
- 6.2 organise and assist in the provision of conferences, educational materials, lectures and others relating to the illness and steps which can be taken to prevent or ameliorate them;
- 6.3 provide support in the community for people with our illnesses;
- 6.4 provide training to improve patient care of people with our illnesses and to liaise with the National Health Service and others to improve the care of people with our illnesses;
- 6.5 assist in the provision of grants and other assistance to people with our illnesses to assist in providing equipment, respite care and other items;
- 6.6 provide or procure the provision of advice;
- 6.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies in relation to the illness provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which a Scottish charity may properly undertake;
- 6.8 enter into contracts to provide services to or on behalf of other bodies;
- 6.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 6.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 6.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 6.12 set aside funds for special purposes or as reserves against future expenditure;
- 6.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 6.14 delegate the management of investments to a financial expert or experts provided that:
 - 6.14.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 6.14.2 every transaction is reported regularly to the Trustees
 - 6.14.3 the performance of the investments is reviewed regularly by the Trustees;

- 6.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 6.14.5 the investment policy and the delegation arrangements are reviewed at least once a year;
- 6.14.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 6.14.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 6.15 Arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in Scotland or England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 6.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 6.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 6.18 subject to the restriction in Article 6.20 raise funds by way of subscription, donation or otherwise;
- 6.19 accept (or disclaim) gifts of money and any other property;
- 6.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 6.21 incorporate subsidiary companies to carry on any trade;
- 6.22 subject to Articles 7,8 & 9:
 - 6.22.1 engage and pay employees, consultants and professional or other advisers;
 - 6.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses, civil partners and dependants;
- 6.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 6.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 6.25 undertake and execute charitable trusts;

- 6.26 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 6.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 6.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 6.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 6.30 subject to any consent required by law, provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 6.30.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not;
 - 6.30.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her;
 - 6.30.3 in relation to any liability to make a contribution to the Charity's assets as specified in Section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 6.31 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

7. The income and property of the Charity shall be applied solely towards the promotion of its objects. This shall not prevent any payment by the Charity in exercise of its powers or in respect of its development, administration or management.

8. Except as provided below, no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the Trustees or to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

- 8.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;
- 8.2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 82;
- 8.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:
 - 8.3.1 if such person is a Connected Person the procedure described in Article 72 of these Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding the matter;
 - 8.3.2 this provision shall not apply to one half or more of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);
- 8.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;
- 8.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;
- 8.6 fees remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;
- 8.7 reasonable and proper out-of-pocket expenses;
- 8.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 82;
- 8.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (including services performed under a contract of employment with the Charity) provided that:
 - 8.9.1 the procedure described in Article 72 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;

8.9.2 this provision together with clause 7.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).

9. The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by Article 8 and the exceptions to such restrictions in Article 8 shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in Article 8 shall be treated as references to the Subsidiary Company.

Limited liability

10. The liability of the members is limited.

11. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:

- 11.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
- 11.2 for the costs, charges and expenses of winding up;
- 11.3 for the adjustment of the rights of the contributories among themselves.

Winding up

12. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which meet the definition of "charitable" under the law of Scotland. The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

Members

13. The Trustees from time to time shall be the only members of the Charity. A Trustee shall become a member on becoming a Trustee. A member shall cease to be a member if he or she ceases to be a Trustee. Membership shall not be transferable and shall cease on death.

Associate Members

14. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

Patrons

15. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any members' general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members.

Trustees

Number of Trustees

16. There shall be at least three Trustees. The maximum number of Trustees shall be twelve, not including the Senior Independent Non-Executive, or such other number as may be determined from time to time by the Company by ordinary resolution.

Appointment, retirement, removal and disqualification of Trustees

17. Subject to Article 18, Trustees shall be appointed by resolution of the Trustees for a period of up to three years.

18. At each annual retirement meeting one third, or the number nearest to one third of the Trustees, being those who have been longest in office since their last appointment or reappointment, shall retire from office. Where more than one third of the Trustees have served for the same period of time since their last appointment or reappointment the Trustees shall agree amongst themselves which Trustees shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.

19. The annual retirement meeting shall be the meeting of the Trustees at which the accounts of the Charity for the previous financial year are adopted.

20. Retiring Trustees may be reappointed but a Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the earlier of:

20.1 the anniversary of the commencement of his or her break from office;

20.2 the annual retirement meeting following the annual retirement meeting at which his or her break from office commenced;

unless otherwise determined by a resolution of the members of the Charity.

21. If the retirement of a Trustee under Article 20 causes the number of Trustees to fall below that set out in Article 16 then the retiring Trustee shall remain in office until a new appointment is made.

22. No person may be appointed as a Trustee:

22.1 unless he or she has attained the age of sixteen years;

22.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles;

22.3 unless they are either a retiring Trustee or nominated by the Trustees.

23. The office of a Trustee shall be vacated if:

- 23.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;
- 23.2 he or she is disqualified under the Charities and Trustee Investment (Scotland) Act 2005 from acting as a Trustee;
- 23.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- 23.4 the Trustees reasonably believe he or she is have a mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 23.5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
- 23.6 he or she is in persistent or material breach of the Charity's Trustee Code of Conduct Policy;
- 23.7 he or she fails to attend four consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 23.8 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees;
- 23.9 he or she ceases to be a member of the Charity.

Powers of Trustees

24. Subject to the Act and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

25. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.

26. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

27. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

28. The Trustees may appoint one of their number to be the Chair of the Trustees and may at any time remove him or her from that office. They may also appoint one or more Vice-Chairs.

Delegation of Trustees' powers

29. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

30. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

31. In the case of delegation to committees:

31.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

31.2 the composition of any such committee and the appointment of the chair shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

31.3 the deliberations of any such committees shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a committee secretary;

31.4 all delegations under this Article shall be variable or revocable at any time;

31.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates or standing orders to any such committee as they may from time to time think fit;

31.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

32. For the avoidance of doubt, the Trustees may delegate all financial matters to a Committee composed of Trustees and co-opted members (but such committee must always have a majority of Trustees upon it) and may empower such Executive Committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.

33. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

34. In the case of delegation of the day to day management of the Charity to a Chief Executive or other manager or managers:

- 34.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 34.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority;
- 34.3 the manager shall report regularly to the relevant committees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Trustees' meetings

35. Two Trustees may (and the Secretary (if any) shall at the request of two Trustees) call a Trustees' meeting at any time.

Members' general meetings

36. Any two Trustees may (and the Secretary (if any) shall at the request of two Trustees) call a members' general meeting at any time.

Length of notice

37. Subject to Article 40, a members' general meeting shall be called by at least fourteen clear days' notice unless the Companies Acts require a longer notice period.

38. A members' general meeting may be called by shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members.

39. A Trustees' meeting shall be called by at least seven clear days' notice unless either:

- 39.1 all the Trustees agree;
- 39.2 urgent circumstances require shorter notice.

Contents of notice

40. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' annual general or general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

41. In every notice calling a members' general meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a members' general meeting.

Service of notice

42. Notice of meetings shall be given to each Trustee and in the case of members' general meetings notice shall also be given to any patron(s) and to the auditors of the Charity.

Manner of serving notice

43. Notice of meetings shall be given in accordance with Articles 76 to 80.

Quorum

44. No business shall be transacted at any meeting unless a quorum is present. At Trustees' meetings four people present (including either the Chair or Vice-Chair), either in person or by tele/video-conference (subject to appropriate confidentiality precautions) and entitled to vote shall be a quorum. At members' meetings four people present either in person or by tele/video-conference (subject to appropriate confidentiality precautions) or by proxy and entitled to vote shall be a quorum. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting 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 and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

45. The Chair, if any, of the Trustees or in his or her absence, the Vice-Chair if one is appointed, or another Trustee nominated by the Trustees present shall preside as Chair of each meeting. (For the avoidance of doubt a proxy holder who is not a Trustee shall not be entitled to be appointed Chair.)

Adjournment

46. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

47. When a members' general meeting is adjourned for 14 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.

Voting at Trustees' meetings

48. At a Trustees' meeting every person present in person and entitled to vote shall have one vote.

49. A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands.

50. Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Voting at members' general meetings

51. A resolution put to the vote of a members' 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 Companies Acts, a poll may be demanded:

- 51.1 by the Chair;
- 51.2 by any person who, by virtue of being appointed proxy for one or more members entitled to attend and vote at the meeting, holds two or more votes;
- 51.3 by at least two members present in person or by proxy and having the right to vote at the meeting;
- 51.4 by a member or members present in person or by proxy representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting.

52. Unless a poll is duly demanded a declaration by the Chair 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.

53. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair 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.

54. A poll shall be taken as the Chair directs and he or she 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.

55. A poll demanded on the election of the Chair 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 Chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

56. 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.

57. 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 Chair whose decision shall be final and binding.

58. On a show of hands and on a poll every member present in person or by proxy shall have one vote. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.

59. The appointment of a proxy shall be in such form as is usual or which the Trustees may approve.

60. Unless the appointment of a proxy indicates otherwise, it must be treated as:

60.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;

60.2 appointing that person as a proxy in relation to any adjournment of the members' general meeting to which it relates as well as the meeting itself.

61. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:

61.1 in the case of an instrument in writing be deposited at the registered office of the Charity 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 Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

61.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:

61.2.1 in the notice convening the meeting;

61.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting;

61.2.3 in any invitation to appoint a proxy issued by the Charity in relation to the meeting which is sent by electronic means, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

61.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll;

61.4 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 Chair or to the Secretary (if any) or to any Trustee;

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

62. An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

Virtual meetings

63. A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting

Written members' resolutions

64. Subject to Article 67, a written resolution of the members of the Charity passed in accordance with these Articles 66-71 shall have effect as if passed by the Charity in a members' general meeting:

- 64.1 a written resolution is passed as an ordinary resolution if it is passed by simple majority of the total voting rights of eligible members;
- 64.2 a written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution;
- 64.3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

65. A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

66. A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

67. A member signifies their agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution:

- 67.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature;
- 67.2 If the document is sent to the Charity by electronic means, it is authenticated if the Charity has no reason to doubt the authenticity of the document;

- 67.2.1 it bears the member's signature;
- 67.2.2 the identity of the member is confirmed in a manner specified by the Charity;
- 67.2.3 it is from an email address specified by the member to the Charity for the purposes of receiving documents or information by electronic means.

68. A written resolution is passed when the required majority of eligible members have signified their agreement to it.

69. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decision-making

70. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

71. The Trustees may take a majority decision without holding a Trustees' meeting if:

- 71.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
- 71.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
- 71.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other;
- 71.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

Conflicts of interest

72. Without prejudice to any more stringent requirements in the Charity's Trustees Code of Conduct, whenever a person has a personal interest in a matter to be discussed at a meeting (or in relation to which a decision is proposed to be made in accordance with Article 71) and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting (or in accordance with Article 71) he or she must:

- 72.1 declare an interest before discussion begins on the matter;
- 72.2 withdraw from that part of the meeting (unless expressly invited to remain) and decline to participate in any discussion on the matter (unless expressly asked to so participate);

- 72.3 in the case of personal interests creating a conflict of interest, not be counted in the quorum for that part of the meeting;
- 72.4 in the case of personal interests creating a conflict of interest, withdraw during the vote and have no vote on the matter.

Irregularities

73. The proceedings at any meeting or the passing of any resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Companies Acts.

General

Secretary

74. A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 74.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity;
- 74.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or when permitted by law, by a person authorised generally or specifically in that behalf by the Trustees.

Minutes

75. The Trustees shall cause minutes to be made and kept for the purpose:

- 75.1 of all appointments of officers made by the Trustees;
- 75.2 of all resolutions of the Charity and of the Trustees;
- 75.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- 75.4 and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the Chair of the meeting at which the proceedings were had, or by the Chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

Records and accounts

76. The Trustees shall comply with the requirements of the Companies Acts and of the Charities and Trustee Investment (Scotland) Act 2005 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Office of the Scottish Charity Regulator of:

- 76.1 annual reports;
- 76.2 annual returns;
- 76.3 annual statements of account.

Communications by and to the Charity

77. Subject to the provisions of the Companies Acts and these Articles:

- 77.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;
- 77.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement.;
- 77.3 any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member.

78. Any document to be served on the Charity or by on any officer of the Charity under the Articles may only be served:

- 78.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question;
- 78.2 in the case of documents in electronic form, by sending them by electronic means:
 - 78.2.1 to an address notified to the members for that purpose;
 - 78.2.2 from an address previously notified to the Charity by the member (other than by electronic means) for the purpose of sending and receiving documents and information.

79. A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

80. Where a document or information is sent or supplied under the Articles:

- 80.1 where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;

80.2 where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.

81. Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:

81.1 if the document or information has been sent to a member and is notice of a members' general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;

81.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

81.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

82. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

83. The Trustees shall have power to resolve pursuant to Article 6.30 to effect trustees' indemnity insurance, despite their interest in such policy.

Model Articles Excluded

84. The Model Articles as defined in the Companies Acts are hereby entirely excluded.