

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

**ARTICLES  
OF ASSOCIATION  
Of  
SAY Women**

(Adopted by special resolution passed on 11 November 2019)

LINDSAYS  
Caledonian Exchange  
19A Canning Street  
Edinburgh  
EH3 8HE

Ref: DND/SA/01726/00001

[www.lindsays.co.uk](http://www.lindsays.co.uk)

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## **OBJECTS & ACTIVITIES**

### **Objects of the Company**

1. The Company is established for charitable purposes only with the intention of providing public benefit in Scotland and elsewhere, and in particular the Company is established to provide relief to young women who are in need by reason of having been sexually abused and are/or at risk of homelessness.

### **Activities of the Company**

2. In furtherance of its objects the Company will carry out the following activities:-
  - a) To provide a flexible range of services to young women who have been sexually abused and are/or at risk of homelessness;
  - b) To provide safe, secure and supportive medium term stay accommodation for young women who have been sexually abused and are aged between 16 and 25;
  - c) To provide the information, counselling and support that is required to recover, accept and enhance such young women's life's circumstances;
  - d) To act in an advocacy capacity representing the interests of sexually abused young women and liaise with all appropriate statutory and voluntary organisations to achieve this objective;
  - e) To investigate the needs of such young women and develop services either by the Company itself or in partnership with others, to ensure they are met;
  - f) To campaign to make the real extent of men's violence against women and girls and sexual abuse widely recognised and for suitable services to be provided;
  - g) To encourage statutory authorities and other agencies to recognise their objectives, legal and otherwise, towards men's violence against women and girls and sexually abused young women and to act accordingly towards the prevention of abuse and relief of suffering;
  - h) To assist the work of voluntary organisations and statutory organisations engaged in the provision and improvements of any service which would be beneficial to the objects of the Company.

### **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 undertake any activities that support the objects of the Company;
  - (b) to encourage, provide, support and otherwise facilitate the work of others interested in the objects of the Company.
  - (c) to establish, support or aid in the establishment and support of any charitable associations or institutions established for similar purposes and to subscribe monies for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
  - (d) to solicit, receive and accept financial assistance, donations, endowments, gifts and loans of money, rents and any other property whatsoever, heritable or moveable, subject or not to any specific charitable trusts or conditions;

- (e) to issue appeals, hold public meetings and take such other steps as may be required for the purposes of procuring contributions to the funds of the Company in the form of donations, subscriptions or otherwise;
- (f) to purchase, take on lease or in exchange or otherwise acquire and to hold, manage, develop, sell, dispose of lease or deal in any way with any heritable or moveable property and any interests therein;
- (g) to borrow and raise money for the objects of the Company and secure or discharge any debt or obligation of or binding on the Company in such manner and on such terms and conditions as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company;
- (h) to invest funds of the Company not immediately required in such investments, securities or property as may be considered appropriate (and to dispose of and vary such investments);
- (i) to grant, continue and pay such remuneration and pensions to any person or persons who renders services to the Company supervising, organising, carrying on the work of and advising the Company as may from time to time be thought proper, and to establish pension funds and other trust funds or charitable arrangements of any kind whatsoever for persons employed at any time by the Company;
- (j) to insure and arrange insurance cover for, and to indemnify its officers, employees and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
- (k) to promote, arrange, organise and conduct seminars, conferences, lectures, meetings and discussions;
- (l) to prepare, edit, print, publish, issue, acquire, circulate and distribute books, pamphlets, papers, periodicals and other literary material, pictures, prints, photography, films, sound recordings and mechanical and other models and equipment, and to establish, form, promote, conduct and maintain public collection displays and exhibitions of literature, statistics, charts, information and other material;
- (m) to construct, erect, alter, improve, demolish and maintain any buildings which may from time to time be required for the purposes of the Company, and to manage, develop, sell, lease, let, mortgage, dispose of or otherwise deal with all or any part of the same;
- (n) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- (o) to promote and incorporate or to join in the promotion or incorporation of any charitable company with limited or unlimited liability, organisations, societies or associations for the purpose of carrying out any object which the Company itself could carry out and to subscribe for or otherwise acquire the shares, stock or other securities of such company or to lend money to such company on

such terms as may be thought fit;

- (p) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- (q) to amalgamate with any companies, organisations, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these articles; and
- (r) to do all such other things as are necessary for the attainment of the said objects.

In this clause,

- (a) 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.
  - (b) 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 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, director, officer or employee of the Company;
  - (b) reasonable payment in return for services rendered to the Company;
  - (c) director/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) the 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) the DIRECTORS – who hold regular meetings during the period between annual general meetings, and generally control and

supervise the activities of the company; in particular, the directors are responsible for monitoring the financial position of the company; the directors are also charity trustees.

- (c) the SUPPORTERS – who wish to support, financially or otherwise, the Company but who do not have voting rights.

## **MEMBERS**

### **Registers of members**

- 6. The directors shall maintain registers of members, setting out the full name and address of each current member and the date on which any member ceased to be a member.

### **Classes of membership**

- 7. There shall be one class of members and every member shall have the right to vote.

### **Qualifications and Applications for membership**

- 8. Membership shall be open to women and organisations who support the objects of the Company.
- 9. Any person or organisation who wish to become a member must sign, and lodge with the company, a written application for membership and the directors
  - (a) may, at their discretion, refuse to admit any person to membership.
  - (b) shall consider each application for membership at the first committee meeting, which is held after receipt of the application;
  - (c) shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.
- 10. Employees of the company shall be eligible for membership.

### **Supporters**

- 11. Supporters shall be individuals or organisations that support the Company, financially or otherwise, and wish to be regarded as supporters, this includes Patrons.

### **Withdrawal from membership**

- 12. 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.

### **Expulsion from membership**

- 13. Any member may be expelled from membership by resolution of the directors, 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, specifying the grounds for the proposed expulsion
  - (b) the member concerned shall be entitled to be heard on the resolution at the meeting at which the resolution is proposed.

### **General meetings (meetings of members)**

14. The directors:
  - (a) may convene an annual general meeting in each year;
  - (b) shall ensure that not more than 15 months shall elapse between one annual general meeting and the next;
  - (c) may convene a general meeting at any time; and
  - (d) must convene a general meeting if there is a valid requisition by no less than 10% of the members from time to time.
15. The business of each annual general meeting shall include:-
  - (a) a report by the chair on the activities of the company;
  - (b) consideration of the annual accounts of the company; and
  - (c) the election/re-election of directors, as referred to in Article 32.

#### **Notice of general meetings**

16. At least 14 clear days' notice must be given of an annual general meeting or general meeting. Where:-
  - (a) the term "clear days" in this Article 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) any notice calling a meeting shall specify the time and place of the meeting; it shall:-
    - i. indicate the general nature of the business to be dealt with at the meeting; and
    - ii. if a special resolution (see article 24) (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; and
  - (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 directors, and (if there are auditors in office at the time) to the auditors.

#### **Procedure at general meetings**

17. No business shall be dealt with at any general meeting unless a quorum is present and where:
  - (a) the quorum for a general meeting shall be 3 persons entitled to vote, each being a member or a proxy for a member; and
  - (b) 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.
18. The chair of the company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting;

- (a) 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 directors present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting; and
  - (b) may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
- 19. 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. A member who is not an individual shall vote through their duly authorised representatives.
- 20. A resolution may be decided by postal ballot if so decided by the Board.
- 21. 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.
- 22. 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.
- 23. 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.

#### **Special resolutions and ordinary resolutions**

- 24. 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.
- 25. 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 Objects or Activities; and
  - (c) to alter any provision of these articles or adopt new articles of association.
- 26. 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 extraordinary general meeting, providing proper notice of the meeting has been given in accordance with Article 16.

## **SUPPORTERS**

### **Supporters**



27. 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.
28. Supporters do not have voting rights but will be eligible to attend events organised from time to time at the sole discretion of the directors.

## **DIRECTORS**

### **Number of directors**

29. The maximum number of directors shall be 15 and the minimum number shall be 3.

### **Eligibility and Maximum period in office for directors**

30. A person shall not be eligible for election/appointment as a director unless she is a member of the company.
31. A person shall be elected a director by the members of the Company.
32. A director shall be entitled to hold office for 3 years and shall then be eligible for re-election for a further period of 3 years. The maximum period a director shall serve is 6 years unless agreed otherwise by the directors.

### **Termination of office**

33. A director shall automatically vacate office if:-
  - (a) she ceases to be a director through the operation of any provision of the Act or becomes prohibited by law from being a director
  - (b) she becomes debarred under any statutory provision from being involved in the management or control of a charity
  - (c) she becomes incapable for medical reasons of fulfilling the duties of her office and such incapacity is expected to continue for a period of more than six months
  - (d) she ceases to be a member of the company
  - (e) she resigns office by notice to the company
  - (f) she is absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove him/her from office
  - (g) she is removed from office by resolution of the directors.

### **Register of directors/Directors interests**

34. The directors shall maintain a register of directors, setting out full details of each director, including the date on which she became a director, and specifying the date on which any person ceased to hold office as a director and containing details of directors' interests.

### **Office bearers**

35. The directors shall appoint a Chair and Vice Chair and such other office bearers (if any) as they consider appropriate.
36. The directors shall determine the period for which office bearers shall hold office at the start of holding such position.

37. A person elected to any office shall cease to hold that office if she ceases to be a director, or if she resigns from that office by written notice to that effect.

#### **Powers of directors**

38. Subject to the provisions of the Act, the memorandum of association and these articles, and subject to any directions given by special resolution, the company and its assets and undertaking shall be managed by the directors, who may exercise all the powers of the company.
39. A meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

#### **Directors Declarations of Interests**

40. The Directors may, in accordance with the requirements set out in Articles 40 to 45, authorise any matter proposed to them by any Director which would, if not authorised, involve or constitute a Director (an "Interested Director") breaching or infringing his 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 Director for consideration at a meeting of the Board of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
  - (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director 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 Directors may determine on the Interested Director; or
  - (c) be terminated or varied by the Directors at any time.

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

43. Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the Director:
- (a) is excluded from discussions (whether at meetings of the Board of Directors 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 Directors in relation to any resolution relating to the Conflict.

Notwithstanding the fact that the Directors have made provisions (or otherwise) under this Article 43, the Interested Director whose Conflict has been authorised shall not be in breach of his duties to the Company where the Interested Director, 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).

44. Where the Directors authorise a Conflict:

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- (b) the Interested Director 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 Directors may impose in respect of its authorisation.
- (c) the Directors may decide (whether at the time of giving the authority or subsequently) that, if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
  - i. disclose such information to the Directors or to any Director or other officer or employee of the Company;
  - ii. use or apply any such information in performing his duties as a director;

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

45. A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors 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 Directors shall be liable to be avoided on such grounds.

### **Personal interests**

46. A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Act. For the purposes of this article, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of hers or any firm of which she is a partner or any limited company of which she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of the Act), has a personal interest in that arrangement.

47. A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of her interest to the other Directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 47.
48. Subject, where applicable, to the disclosures required under Article 47 and Article 48, and to any terms and conditions imposed by the Directors in accordance with these Articles 47 to 50, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so her vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
49. A Director need not declare an interest under Article 47 and Article 48 as the case may be:
  - (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (b) of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
  - (c) if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
  - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a meeting of the Board of Directors.
50. Provided she has declared her interest a director will not be debarred from entering into an arrangement with the company in which she has a personal interest and may retain any personal benefit which she gains from his/her participation in that arrangement.

## **DIRECTORS' MEETINGS**

### **Procedure at directors' meetings**

51. Board meetings will be held on a regular basis. Any director may call a meeting of the directors or request the secretary to call a meeting of the directors.
52. The directors can agree to confirm decisions by telephone or by written resolution as alternatives to confirming decisions at directors meetings.
53. Questions arising at a meeting of the directors 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 directors unless a quorum is present; the quorum for meetings of the directors shall be 3. If at any time the number of directors in office falls below the number fixed as the quorum, the remaining director(s) may act only for the purpose of filling vacancies or of calling a general meeting.

55. Unless she is unwilling to do so, the chair of the company shall preside as chairperson at every directors' meeting at which she is 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 directors present shall elect from among themselves the person who will act as chairperson of the meeting.
56. The directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the directors; for the avoidance of doubt, any such person who is invited to attend a directors' meeting shall not be entitled to vote.
57. A director shall not vote at a directors' meeting (or at a meeting of a committee) on any resolution concerning a matter in which she has a personal interest which conflicts (or may conflict) with the interests of the company.
58. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which she is not entitled to vote.
59. The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.
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 51 to 59.

#### **Delegation to sub-committees**

61. The directors may delegate any of their powers to any sub-committee consisting of two or more directors and such other persons (if any) as the directors 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 this Article may be made subject to:-
  - (a) such conditions as the directors may impose and may be revoked or altered; and
  - (b) such rules of procedure for any sub-committee shall be as prescribed by the directors.

### **ADMINISTRATION**

#### **Operation of bank accounts**

62. The signatures of two authorised representatives of the Company (who need not be directors of the Company) shall be required in relation to all operations (other than lodgement of funds) on the bank, building society or other financial institution accounts held by the company.

#### **Secretary**

63. The directors may in their sole discretion decide to appoint a company secretary for such term, at such remuneration (if any), and upon such conditions, as they may think fit; the company secretary may be removed and replaced or not (at the directors' sole discretion) by the directors at any time.

#### **Minutes**

64. The directors shall ensure that minutes are made of all proceedings at general meetings, directors' meetings and meetings of 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 and annual accounts**

65. The directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements for both companies and charities.
66. No member shall (unless she is a director) have any right of inspecting any accounting or other records, or any document of the company, except as conferred by statute or as authorised by the directors or as authorised by ordinary resolution of the company.

#### **Notices**

67. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-
- (a) if properly addressed and sent by pre-paid UK first class post to an address (last intimated by him/her/them) to the company in the UK 48 hours after it is posted;
  - (b) a Member whose registered address is not within the United Kingdom shall be entitled to receive notices at such address and such notices shall be sent to the Member by airmail. Notices sent overseas shall be deemed to be given at the expiry of a period of 5 days after the envelope containing it was posted. Sections 1143 to 1148 together with schedule 4 and 5 of the Act shall apply;
  - (c) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (d) if properly addressed and sent or supplied by electronic mail (e-mail) (in the case of a Member who has notified the company of an address to be used for the purpose of electronic communications) one hour after the e-mail was sent or supplied; and
  - (e) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is so deemed to have received) notice of the fact that the material is on the website.

For the purposes of this article, no account will be taken of any part of a day that is not a business day (where a "business day" means any day (other than a Saturday, Sunday or public holiday in Scotland) on which clearing banks in Edinburgh are generally open for business). In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purposes of the Act.

## MISCELLANEOUS

### Winding-up

68. If the company is dissolved or wound up, the liquidator shall, if there remains , after the satisfaction of all its debts and liabilities, any property whatsoever, then the property shall not be paid to or distributed among the members of the Company, but shall be paid, given, transferred or distributed to such body or bodies to be determined by the members of the Company at the time of the dissolution or winding up :

- (a) being a charitable body or bodies having objects similar to the Objects of the Company; and
- (b) being a charitable body or bodies which shall prohibit the distribution of its or their assets, income and property among its or their members to an extent at least as great as is imposed on the Company.

or failing which such other charitable body or bodies as are willing to take the property of the Company.

### Indemnity

69. Without prejudice to Articles 70 and 74 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 director 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 her 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.

70. Subject to the Act and any agreement made between a Director and the Company in accordance with the Act, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs in connection with:

- (a) civil proceedings in relation to the Company (unless judgment is given against the Director and the judgment is final);
- (b) criminal proceedings in relation to the Company (unless the Director 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 Director relief, and the refusal is final).

71. For the purposes of Article 70 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.

72. Every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any loss or liability which she may sustain or incur in connection with the execution of the duties of her office; that may include, without prejudice to that generality, any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in her favour or in which she is acquitted or any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of the company.
73. The indemnity contained in article 72 shall be subject to the provisions of the Act and is without prejudice to any other indemnity to which a director may otherwise be entitled.

### **Insurance**

74. Subject to the Act, the Directors 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 Director or former Director 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**

75. 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 he is a member, or within one year after he 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.

76. The income, assets and property of the Company shall be applied solely towards the promotion of the Objects of the Company as set out herein 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, director, officer or employee of the Company;
- (b) reasonable payment in return for services rendered to the Company;
- (c) director/trustee indemnity insurance; and
- (d) payment or benefits permitted in terms of the Charities and Trustee Investment (Scotland) Act 2005.

## **Interpretation**

77. In these articles

“the Act” means the Companies Act 2006;

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;

“electronic communication” has the same meaning as is assigned to that expression in the Electronic Communications Act 2000.

“person” means any individual, organisation or body including any authorised representative of any organisation or body.

78. Unless the context requires otherwise, words or expressions used in these articles bear the same meaning as in the Act (as said Act is in force at the date of adoption of these articles). For the avoidance of doubt:-

- (a) headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- (b) unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - i. any subordinate legislation from time to time made under it; and
  - ii. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- (c) reference in these articles to the singular shall be deemed to include the plural.
- (d) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.