

THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY  
GUARANTEE AND NOT HAVING A  
SHARE CAPITAL

MEMORANDUM AND ARTICLES OF  
ASSOCIATION

of

SSERC LIMITED

Adopted • 2022

2022  
AEB

**MORTON FRASER**   
SOLICITORS

THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

SSERC LIMITED (the “**Company**”)

Each subscriber to this memorandum of association, wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Name of subscriber	Witness to the signature of each subscriber
THOMAS HENRY COLYER 12 First Avenue Irvine KA12 8HJ  Dated 7 March 1991	R B 25 Carnock Gardens Milngavie G62 7RU Schoolteacher
DAVID LINDSAY CAMPBELL MCGROUTHER 12 Templar Road Livingston EH54 9DY  Dated 21 March 1991	G F G WELSH 1 Parliament Square Edinburgh EH1 1RF Solicitor
JOHN RICHARDSON Braehead West Road Haddington EH451 3RH  Dated 25 March 1991	ALLEN COCHRANE 19 Blackford Hill Rise Edinburgh EH9 3HB Research Scientist

## THE COMPANIES ACTS 1985 - 2006

Company limited by guarantee and not having a share capital

NEW  
ARTICLES of ASSOCIATION

of

SSERC LIMITED

(Adopted • 2022)

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**NAME**

- 1 The name of the company is "SSERC LIMITED" (the "**Company**").

**REGISTERED OFFICE**

- 2 The Registered Office of the Company is situated in Scotland.

**DEFINITIONS AND INTERPRETATION**

- 3 In these Articles of Association, the following definitions apply throughout:

"**Act**" means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.

"**Article(s)**" means any Article or these Articles of Association.

"**Board**" means the Board of Directors.

"**charitable**" and "**charitable purpose**" means a charitable purpose under section 7 of the Charities Act which is also regarded as a charitable purpose in relation to the application of the Taxes Act.

"**Charities Act**" means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification or re-enactment thereof for the time being in force.

"**charity**" means a body which is either a "Scottish Charity" within the meaning of section 13 of the Charities Act or a "charity" within the meaning of section 1 of the Charities Act 2006, providing (in either case) that its objects are limited to charitable purposes.

"**clear days**" means a period excluding the day when notice is given and the day of the meeting.

"**Director(s)**" means the director(s) for the time being of the Company.

"**EGM**" means an Extraordinary General Meeting of the Company.

"**Member(s)**" means a member(s) for the time being of the Company from time to time.

"**Property**" means any property, assets or rights, heritable or moveable, wherever situated in the world.

"**Purposes**" has the meaning given to it by Article 7 below.

"**Subscribers**" mean those persons who subscribed the Memorandum of Association.

- 4 Words importing the singular number only shall include the plural number, and vice versa; and words importing the masculine gender only shall include the feminine gender.

- 5 These Articles supersede any model Articles contained within the Companies Act or any regulations pertaining thereto. Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

- 6 The Schedules to these Articles are deemed to form an integral part of these Articles.

**PURPOSES**

- 7 The Company's objects (the Purposes) are, for the benefit of the public in Scotland and elsewhere, to advance STEM based education (i) by providing to teachers, technicians, schools, local authorities, further and higher education establishments, policy makers and the education sector generally up to date information, advice and support services about health and safety; and (ii) by providing ideas for safe and innovative learning, and (iii) supporting inspirational teaching and in particular (but without limitation) to:
- 7.1 provide essential professional learning of all kinds for practitioners, teachers and technicians in relation to safety, practical curricular activities and the STEM based curriculum in general and in particular to provide teachers and technicians with the opportunity to become familiar with the techniques, educational potential and hazards of scientific and other educational activities;
  - 7.2 test and examine proposed practical curricular activities in terms of health and safety and educational validity;
  - 7.3 identify and develop activities, experiments and investigations that support delivery of the STEM curriculum and which schools and educational establishments might undertake as part of courses, or use in assessment;
  - 7.4 provide advisory and support services to local authorities and schools in relation to health and safety for STEM based education;
  - 7.5 advise on, evaluate and provide guidance in relation to scientific and other educational equipment requirements for the implementation of courses; assess and provide advice and guidance in relation to health and safety in respect of STEM equipment; develop, produce, manufacture, or cause to be manufactured, and sell or lease scientific and other educational equipment; and advise national, regional and local groups on advantageous terms of purchase either of scientific and other educational equipment, or of surplus equipment from industry or elsewhere;
  - 7.6 undertake relevant educational and health and safety consultancy at home and abroad; and
  - 7.7 identify and develop activities and programmes that promote wider STEM engagement.

## **POWERS**

- 8 The Company shall have powers, but only in furtherance of its Purposes, as expressed in Schedule 1 annexed to these Articles.

## **GENERAL STRUCTURE OF THE COMPANY**

- 9 The structure of the Company comprises:
- 9.1 Members - comprising a number of individuals and/or organisations (who have the right to attend any EGM and have important powers under these Articles and the Act and take decisions in relation to any changes to these Articles); and
  - 9.2 Directors set the strategy and the direction of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.

## **MEMBERSHIP**

- 10 The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be Members of the Company.
- 11 A Register of Members for the time being shall be kept by the Company and shall contain each Member's name, address and date of admission to the Company and shall, in so far as applicable, comply provisions of Section 113 of the Act.
- 12 The rights and privileges of membership shall not be transferable or transmissible.
- 13 (a) The application of a person for membership shall be in writing in the form set down by the Directors of the Company and shall be signed by the applicant and delivered to the Company at its Registered Office.
- (b) The application shall be placed before the Directors at the next meeting held after receipt of the said application.
- (c) The Directors may in their absolute discretion and without giving any reason therefor admit or refuse the applicant's application.
- (d) The Company shall within seven days of the decision of the Directors signify in writing that decision to the applicant and, if that decision is to admit the applicant to membership, shall enter the name of that person in the books of the Company that person shall become a Member.
- 14 Any Member of the Company who shall desire to retire shall give not less than 12 months' notice of retiral in writing to the Secretary said notice to expire on 31 March in any year, and upon expiry of such notice that Member's name shall be removed from the list of Members and it shall be deemed to have retired.

## **MEMBERSHIP SUBSCRIPTIONS**

- 15 Each Member shall pay such subscription and annual service charge as the Directors shall determine and notify to Members. A Member's subscription and service charge shall be payable throughout any period of notice of termination of membership.

## **CESSATION OF MEMBERSHIP**

- 16 A Member shall cease to be a Member if:
- 16.1 it sends written notice of resignation to the Company in accordance with Article 14; or
- 16.2 it becomes insolvent or apparently insolvent or make any arrangement with its creditors; or
- 16.3 without prejudice to the relevant Member's obligation to pay its annual subscription in respect of any period during which it has been a Member or, if it has failed to give notice of its intention to retire as a Member, during such period of notice as is mentioned in Article 14 above, the Member fails to pay its annual subscription and/or service charges when due; or
- 16.4 it ceases to exist (the right of membership not being assignable).

## **GENERAL MEETINGS (Meetings of Members)**

- 17 The provisions with regard to EGMs are as follows:
- 17.1 all General Meetings shall be called Extraordinary General Meetings;
  - 17.2 the Board may convene an EGM whenever it thinks fit; and
  - 17.3 the Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 10% of the Members, must clearly state the purposes of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
- 18 Subject to the terms of Articles 71, 72 and 73 the provisions regarding notice of a General Meeting are as follows:
- 18.1 14 clear days' notice at the least shall be given of every General Meeting to each member, Director, the Company Secretary and the auditor or independent accountant;
  - 18.2 the notice shall specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions proposed in terms of Article 25;
  - 18.3 the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any Member, person or organisation entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.
- 19 With regard to procedure at General Meetings:-
- 19.1 a person is able to exercise the right to speak at a 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;
  - 19.2 a person is able to exercise the right to vote at a general meeting when:-
    - 19.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
    - 19.2.2 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;
  - 19.3 the directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it;
  - 19.4 in determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other; and
  - 19.5 two or more persons who are not in the same place as each other attend a 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.

## **CHAIR OF GENERAL MEETINGS**

- 20 The Chair of the Company, whom failing the Vice-Chair of the Company (if any), shall act as chair of each General Meeting. If neither the Chair nor the Vice-Chair is present or willing to act as chair of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves one of the Directors who will act as chair of that meeting.

#### **QUORUM AT GENERAL MEETINGS**

- 21 The quorum for a General Meeting shall be five Members being present in person or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.
- 22 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence or if, during a General Meeting, a quorum ceases to be present the General Meeting shall stand adjourned to such time, date and place as may be fixed by the chair of the meeting.

#### **VOTING AT GENERAL MEETINGS**

- 23 The chair of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
- 24 The provisions regarding voting are as follows:
- 24.1 each Member shall have one vote, to be exercised in person or by proxy by a show of hands unless a secret ballot is demanded by the chair of the meeting, or by at least two Members present at the meeting and entitled to vote, which may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting, shall be conducted in such a manner as the chair of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded and, in that event, the chair of the meeting shall appoint and instruct tellers, who may cast their own personal votes;
- 24.2 whilst actual attendance by Members is to be encouraged at General Meetings, any Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on its behalf, in respect of which the following apply:
- 24.2.1 a proxy need not be a Member;
- 24.2.2 a proxy appointed to attend and vote at any meeting instead of an Member shall have the same right as the Member who appointed them to speak at the meeting and to vote thereat; and
- 24.2.3 the form appointing the Proxy shall be in terms of Schedule 2 annexed to these Articles;
- 24.2.4 the form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged at the Registered Office not less than 48 hours before the time of the meeting at which the proxy is to be used;
- 24.2.5 a form of proxy shall be valid only for the meeting in respect of which it was granted including any adjournment thereof; and
- 24.3 in the event of an equal number of votes for and against any resolution, the chair of the meeting shall have a casting vote as well as any deliberative vote.
- 25 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 a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with Articles 18 and 71 - 73 inclusive; 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.

26 In addition to the matters expressly referred to elsewhere in these Articles, the provisions of the Act allow the Company by special resolution:-

26.1 to alter its name;

26.2 (subject to the provisions of the Act and the Charities Act) to alter the Company's objects; and

26.3 to alter any provision of these Articles or adopt new Articles of Association.

27 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 of as compared with those votes cast against, and (as applicable) the chairperson's casting vote) at an EGM, providing proper notice of the meeting has been given in accordance with Articles 20 and 71 - 73 inclusive.

28 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.

28.1 An Ordinary Resolution in writing signed by or on behalf of a simple majority of all the Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, provided that the terms of this Article are followed.

28.2 A Special Resolution in writing signed by or on behalf of not less than 75% of all the Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, provided that the terms of this Article are followed.

28.3 Written resolutions may not be used either for the removal of a Director prior to the expiration of that Director's term of office, or for the removal of an auditor or other independent financial examiner prior to the expiration of such person's term of office.

28.4 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail), or by means of a website at the same time, to all Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Members).

28.5 Where such a written resolution is proposed by the Board, it must include the following express statements:

(a) an explanation to the eligible Members how to signify their agreement to the resolution;

(b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by e-mail);

(c) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and

(d) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).

28.6 Where such a written resolution is proposed by Members, the following shall apply:

- (a) the resolution must be requested by not less than 10% of the Members (the "**Members' Request**");
  - (b) the Members' Request may be made in hard copy (by hand or by post) or in electronic form (by e-mail);
  - (c) (the Member's Request must identify the resolution to be put to Members and the Board can reject this if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise);
  - (d) the Members' Request can include an accompanying statement (not exceeding 1,000 words) which they can require the Company to issue with the written resolution to all Members;
  - (e) within 21 days, the Company must circulate the resolution and any accompanying statement with the express statements referred to in sub-clause (d) hereof; and
  - (f) the Company may charge a reasonable fee to the requesting members to cover its costs of circulation of the Members' Request.
- 28.7 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Members.
- 28.8 Once a Member has signed and returned a written resolution in agreement thereto, that Member's agreement is irrevocable.
- 29 The chair of a General Meeting may, with the consent of a majority of the Members present and voting thereat, adjourn the General Meeting to such time, date and place as they may determine.

#### **APPOINTMENT OF DIRECTORS**

- 30 The affairs, Property and funds of the Company shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Company, and may on behalf of the Company do all acts as may be exercised and done by the Company, other than those required to be exercised or done by the Members in a General Meeting, and subject always to these Articles and to the provisions of the Act.
- 31 The number of Directors shall be not less than six. Unless otherwise determined by ordinary resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than 20.
- 32 The Board shall comprise both (a) persons who hold elected office (e.g. as local authority councillors, MSPs or MPs) ("**Elected Directors**"); and (b) other persons with appropriate skill and experience ("**Non-elected Directors**"). The Company will seek, so far as possible, to have an equal number of Elected Directors and Non-elected Directors.
- 33 The Board shall, pursuant to Article 54 establish, on the basis of Terms of Reference approved by the Board, a Nominations Committee and all vacancies in the Directors shall be notified to the Members who may nominate, for consideration by the Nomination Committee, a person with suitable skills and experience to be a Director of the Company. In making nominations the Nominations Committee will have regard to the intention that the Company have an equal number Elected and Non-elected Directors. No candidate for appointment as a Director shall be appointed by the Board unless that candidate's candidature has been approved by the Nominations Committee.

34 Subject to Articles 31 and 33, the Board may from time to time appoint any person approved by the Nominations Committee (including any person who the Nominations Committee determines should continue in office pursuant to Article 36 below) to be a Director.

35 The Board shall ensure that a Register of Directors is maintained, which sets out the full details of each Director as required for all registration purposes, including the date and type of appointment and the date of retirement.

#### **RETIREMENT OF DIRECTORS**

36 A Director shall (unless in any specific circumstance the Nomination Committee determine otherwise in light of any specific knowledge or experience of the relevant Director, in which case the Nomination Committee may also determine the term for which the relevant Director will serve) retire or be deemed to retire if:

36.1 in the case of an Elected Director, upon that Elected Director's term of elected office coming to an end, whether or not that Elected Director is re-elected to that person's elected office;

36.2 if a Non-elected Director, on the fifth anniversary of that Non-elected Director's appointment as a Director;

36.3 that Director becomes prohibited from being either (i) a charity trustee by virtue of section 69(2) of the Charities Act or (ii) a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986, and every statutory modification and re-enactment thereof for the time being in force; or

36.4 in terms of section 66(5) of the Charities Act, that Director is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act; or

36.5 that Director is employed by or holds any office of profit under the Company (except where the provisions of Article 43.4.2 apply); or

36.6 that Director becomes incapable for medical reasons of fulfilling the duties of a Director and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or

36.7 that Director is absent (without either (a) permission of the Board; or (b) for a reason agreed in advance with the Chair) from more than three consecutive meetings of the Board, and the Board resolves to remove that Director from office; or

36.8 by written notice to the Registered Office, they resign as a Director.

#### **ALTERNATE DIRECTORS**

37 Any Director (other than an alternate Director) may appoint any other person to be an alternate Director and may remove from office an alternate Director so appointed.

38 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which their appointer is a member, to attend and vote at any such meeting at which the Director appointing them is not personally present, and generally to perform all the functions of their appointer as a Director in their absence but shall not be entitled to receive any remuneration from the Company for their services as an alternate Director. It shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.

39 An alternate Director shall cease to be an alternate Director if their appointer ceases to be a Director.

- 40 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 41 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for their own acts and defaults and they shall not be deemed to be the agent of the Director appointing that alternate Director.

#### **CHAIR AND VICE-CHAIR**

- 42 The Board may appoint one of their number, from among the Elected Directors, to be Chair and any two persons (one of whom shall be an Elected Director and one of whom shall be a Non-elected Director) to be Vice Chairs and may at any time remove any of them from office. In exceptional circumstances, a Non-elected Director can be appointed interim Chair until the Board selects an Elected Director as the next permanent Chair.

#### **CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND DIRECTORS**

- 43 The following provisions will apply in relation to payments/benefits to Members or Directors:-
- 43.1 The income and property of the Company shall be applied solely towards promoting the Purposes and do not belong to the Members..
- 43.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in Article 43.4.
- 43.3 No Director shall be appointed as a paid employee of the Company.
- 43.4 No benefit (whether in money or in kind) shall be given by the Company to any Member or Director except the possibility of:
- 43.4.1 repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
- 43.4.2 reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or
- 43.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
- 43.4.4 payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
- 43.4.5 the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
- 43.4.6 payment by way of any indemnity, where appropriate;
- and in any such event the terms of Articles 44 to 46 shall specifically apply.

#### **PERSONAL INTERESTS**

- 44 Any Director and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically to any relevant meeting of the Company. A personal interest includes not only the interest of the Director or employee in question, but also that Director's partner, close relative or business associate, or any firm of which that Director is a partner or employee, or any limited company of which that Director is a director, employee or shareholder of more than 5% of the equity.
- 45 All Directors and employees who are members of the Company's senior management team shall deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Company and details of which shall be published on the Company's website.
- 46 Whenever a Director finds that there is a personal interest, as defined in Article 44, they have a duty to declare this to the Board meeting in question. It will be up to the chair of the meeting in question to determine:
- 46.1 whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
- 46.2 whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
- 46.3 whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of Article 47, where a Director leaves, or is required to leave, the meeting that Director shall no longer form part of the quorum thereat.

#### **QUORUM AT BOARD MEETINGS**

- 47 The quorum for Board meetings shall be five Directors. No business shall be dealt with at a Board meeting unless such a quorum is present.
- 48 A Director shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, that Director is not entitled to vote.

#### **MEETINGS OF THE BOARD OF DIRECTORS**

- 49 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
- 50 Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in Article 26 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.
- 51 A Director may, and on the request of a Director the Company Secretary shall summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.
- 52 The Chair, whom failing a Vice-Chair (if any), shall be entitled to preside as chair of all Board meetings at which they are present. If at any meeting neither the Chair nor a Vice-Chair is present and willing to act as chair of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Elected Directors to

be chair of the Board meeting, which failing the meeting shall be adjourned until a time and date when the Chair or a Vice-Chair will be available.

- 53 The chair of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Director present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chair of the meeting shall have a casting vote as well as a deliberative vote.
- 54 The Board may delegate any of its powers to sub-committees, each consisting of not less than one Director and such other person or persons (who need not be Directors) as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Directors.
- 55 The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees (which may take such form as the Board shall determine, including an Actions and Decisions Grid), including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 56 No alteration of the Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
- 57 A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors, or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Directors or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
- 58 The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in Article 30, it may not conduct any business other than to appoint sufficient Directors to match or exceed that minimum.
- 59 The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
- 60 The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

## **BORROWING POWERS**

- 61 Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party but so that:-
- 61.1 the Directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations (including any liability whether ascertained or contingent under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not,

without the previous sanction of a Special Resolution of the Members of the Company, exceed the sum of £200,000;

- 61.2 no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any monies then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded; and
- 61.3 no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded.

#### **COMPANY SECRETARY, MINUTE SECRETARY, TREASURER and PRINCIPAL OFFICER**

- 62 The Board may (if it thinks fit) appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.
- 63 The Board may appoint a Principal Officer of the Company on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.

#### **FINANCES**

- 64 The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time by resolution determine.
- 65 All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
- 66 The Board shall ensure that all funds and assets of the Company are applied towards achieving the Purposes.

#### **ACCOUNTS**

- 67 The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.
- 68 The accounting records shall be maintained by the Company and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board thinks fit and shall always be open to the inspection of the Directors.
- 69 The accounts of the Company shall be prepared in full compliance with the provisions contained in both the Act and the Charities Act. The Board shall ensure that an audit of the accounts is carried out by an auditor. An audit (within the meaning of the Act) shall not be required in a case where the Company is exempt (under the Act) from the arrangement to have an audit, if and to the extent that proper arrangements for the auditing of the Company's accounts are made in a manner which satisfies the requirements of the Act and/or review and the Charities Act.
- 70 The Board shall in accordance with the Act provide the Members with a copy of the accounts for the period since the last preceding accounting reference date (or, in the case of the first account, since the incorporation of the Company). The accounts shall be accompanied by

proper reports of the Board and the auditor. Copies of such accounts shall be delivered or sent to all Members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all Members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).

## **NOTICES**

- 71 A notice may be served by the Company upon any Member, either personally or by sending it by post, e-mail or other appropriate electronic means, addressed to such Member at its address as appearing in the Register of Members.
- 72 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
- 73 The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company (where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet).

## **INDEMNITY**

- 74 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, 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 that Director may sustain or incur in connection with the execution of the duties of that Director's office including, without prejudice to that generality, any liability incurred by that Director in defending any proceedings, whether civil or criminal, in which judgment is given in that Director's favour or in which that Director is acquitted or in connection with any application in which relief is granted to that Director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- 75 The Directors shall have the power to purchase and maintain insurance for the benefit of any persons who are or were at any time a Director, the auditor, the secretary or any other officer of the Company or a Director of any pension fund for the benefit of any employees of the Company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company.

## **ALTERATION TO THE ARTICLES**

- 76 Any alteration to these Articles may be made only upon the following conditions:
- 76.1 upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose in terms of Article 25 or made by written resolution pursuant to Article 28; and
- 76.2 if the Company is a charity, with the written consent of the Office of the Scottish Charity Regulator (and its successors) in terms of section 16 of the Charities Act.

## **DISSOLUTION**

- 77 In relation to winding up the following provisions shall apply:-



- 77.1 The winding-up of the Company may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or made by written resolution pursuant to Article 28.
- 77.2 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 charitable institution or institutions having similar objects of the Company, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 43 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the foregoing provisions, then to some charitable object.

#### **LIMIT OF LIABILITY**

- 78 The liability of all Members of the Company is limited.
- 79 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company if it should be wound up whilst they are a Member or within one year after they cease to be a Member (for whatever reason), for payment of their debts and liabilities contracted before they cease to be a Member, and of the costs, charges and expenses of winding up.

**SCHEDULE 1**  
**POWERS AVAILABLE TO**  
**THE COMPANY**

- 1 Further to Article 5, the Company shall have the following powers, but only in furtherance of the Purposes and declaring that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:
- (a) To purchase, take on lease or otherwise acquire and hold, sell, exchange, lease, mortgage, charge, hire or otherwise deal with or dispose of any lands, houses, buildings, equipment, goods and other property, heritable and any rights or for the purposes of lay down, enlarge, to time renew any or convenient for the or moveable, real or personal privileges necessary or convenient the Company, to erect, construct alter and maintain and from time buildings and other works necessary purposes of the Company;
  - (b) To make appeals for money, to receive and accept by way of gifts, donations, legacies, bequests, grants, subscriptions or otherwise money and property, both heritable and moveable, for the purpose of furthering the objects of the Company;
  - (c) To undertake and organise schemes for the raising of money, other financial support and assistance in kind, appeals both public and private, and the selling of services and goods and other products produced or acquired in connection with the purposes of the Company;
  - (d) To operate all necessary bank accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, warrants, debentures and other negotiable or transferable instruments;
  - (e) To undertake and execute any charitable trusts, gratuitously or otherwise, the undertaking whereof may be incidental to the attainment of the objects of the Company or any of them;
  - (f) To print, publish, buy and sell books, magazines and other publications relating to or for the purposes of the Company;
  - (g) To raise money for the purposes of the Company by borrowing on such terms and on such security as may be thought fit and by guarantees, gifts or donations in response to public appeals or otherwise and in relation to such guarantees, gifts or donations to accept the same either conditionally or subject to such conditions as may be agreed, so, however, that no such conditions shall be inconsistent with the purposes of the Company;
  - (h) To sell or otherwise dispose of any part of the undertaking or assets of the Company to such persons and on such terms and conditions as the Directors shall think fit;
  - (i) To amalgamate with or affiliate to the Company or enter into any arrangement with any person, company, society or institution and that in such manner and on such terms and conditions as may be found expedient and as may be approved by the Company in general meeting, and/or to sell or otherwise dispose of the whole or any part of the property, undertaking and assets of the Company to any such person or company and that in such manner and on such terms and conditions as may be found expedient and as may be approved by the Company in general meeting;
  - (j) To advance money on loan with security and upon such terms as the Directors shall think fit;

- (k) To retain or employ professional or technical advisers or workers in connection with the objects of the Company and to pay reasonable and proper fees for their services;
- (l) To enter into arrangements with others whether incorporated or unincorporated for the secondment of staff or the provision of staff services to the Company on a full-time or part-time basis on such terms and conditions as to payment or otherwise as the Directors shall think fit;
- (m) To invest and reinvest the funds and assets of the Company not immediately required in such securities, shares, stocks, debentures, loan stock or other investments, property whether heritable or moveable, real or personal as the Company shall think fit, subject to any limitations and conditions attaching thereto under the terms of acquisition or holding thereof and subject to such limitations and conditions as may be prescribed by law;
- (n) To apply for, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon the testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire;
- (o) To grant, pay or provide or procure the grant, payment or provision of donations, pensions, or emoluments to and procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or arrangement or health plan or life assurance scheme or arrangement to the benefit of any persons who are or shall have been at any time in the employment or service of the Company or the wives, widows, families or dependents of such persons; to make payments for or towards the insurance of any such persons as aforesaid, in respect of the performance of their duties to the Company, and to subscribe or guarantee money for any public exhibition; and to do or procure to be done any of the matters foresaid by the Company either along or in conjunction with any other company or person;
- (p) To form a Guarantee fund or funds and to receive guarantees from public bodies, corporations, firms or persons, whether members or not of the Company guaranteeing sums of money for the purposes of carrying out the objects of the Company or conducting specified exhibitions or other ventures or events pursuant to the objects of the Company or any one or more of them and defraying the expense incurred in promoting, conducting and winding up the undertaking of the Company or any such exhibition, venture or event or any loss resulting therefrom, and that on such terms as the Directors may think fit, and which guarantee may be in favour of the Company or in favour directly of any bank, corporation, firm or person who shall lend money to the Company;
- (q) To pay all or any expenses incurred in connection with the promotion, formation, incorporation, conduct and winding up of the Company or to contract with any person, company, association or other body whether incorporated or not to pay the same; and
- (r) To do all such other lawful things as may be incidental or conducive to the attainment of the objects of the Company.

**SCHEDULE 2  
FORM OF PROXY**

The form appointing the Proxy in terms of Article 25.2 shall be in the following terms, adapted as appropriate:

SSERC Limited

I.....,

of.....,

being a Member of the above Company hereby

appoint.....,

of .....

and, failing them, .....

of.....,

as my proxy to vote for me on my behalf at the Extraordinary General Meeting of the Company to be held on..... and at any adjournment thereof.

This form is to be used in favour of/against the resolution.

Signed.....day of .....

Signature of member appointing proxy .....