

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

**ARTICLES OF ASSOCIATION  
of  
SCOTTISH GAMEKEEPERS ASSOCIATION**

**2012**

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**PRELIMINARY**

- 1 The model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles shall not apply to this Company, but the following shall be the articles of association of the Company.

**INTERPRETATION**

- 2 In these Articles, the words and expressions below shall have the following meanings unless the context requires otherwise:-

|                   |                                                                                                                                                                                                                                                                                                                                                                |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Act"         | means the Companies Act 2006;                                                                                                                                                                                                                                                                                                                                  |
| "Articles"        | means these articles of association together with any duly authorised amendments or alterations from time to time, and the term "Article" shall be construed accordingly;                                                                                                                                                                                      |
| "the Association" | means the unincorporated association known as Scottish Gamekeepers Association some of the business and assets of which will be transferred to the Company on or following incorporation of the Company, and the remainder of which business and assets will be transferred to the Charitable Company on or following incorporation of the Charitable Company; |

|                          |                                                                                                                                                                                                                                  |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Board"              | means the Board of Directors of the Company;                                                                                                                                                                                     |
| "Central Committee"      | means the Central Committee of the Association, which shall become the Central Committee of the Charitable Company and the Trading Company (having the meaning attributed to it by Article 30) on incorporation of each company; |
| "the Chairman"           | means the Chairman of the Board;                                                                                                                                                                                                 |
| "the Charitable Company" | means Scottish Gamekeepers Association Charitable Trust, a private company limited by guarantee to be incorporated in Scotland on or around the date of incorporation of this Company;                                           |
| "the Company"            | means Scottish Gamekeepers Association, a company limited by guarantee to be incorporated in Scotland;                                                                                                                           |
| "Co-opted members"       | means members having certain relevant skills and experience appointed at the discretion of the Central Committee in accordance with Article 30.2;                                                                                |
| "Corporate members"      | means members which are incorporated or other organisations who donate funds to the Company whose membership is approved by the Central Committee;                                                                               |
| "Director"               | means an individual (of 18 years of age and over) duly appointed as a member of the Board in accordance with these Articles;                                                                                                     |
| "Full members"           | means members who are persons employed as a part-time gamekeeper, stalker, ghillie or ranger, and those persons who participate in any other legitimate sporting related activity;                                               |

|                        |                                                                                                                                                                                                                                                           |
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| "Honorary members"     | means members who are appointed as honorary members at the discretion of the Central Committee;                                                                                                                                                           |
| "in writing"           | means written, printed, electronic (such as email), typewritten, telexed, faxed, lithographed or produced or any other mode of representing or reproducing words in a legible or non transitory form or partly one and partly another;                    |
| "Junior members"       | means members who are individuals under the age of 12 on first application for membership and at subsequent membership renewals;                                                                                                                          |
| "Member"               | means any person who has agreed to become a Member in accordance with Article 4, and whose name is registered in the register of Members of the Company, and "Members" shall be construed accordingly;                                                    |
| "the membership"       | means such persons who have paid a membership fee in order to become members of the Company and the Charitable Company which includes Full members, Professional members, Supporters and Syndicate members, and "members" shall be construed accordingly; |
| "Professional members" | means members who are persons employed (or previously employed for a minimum of 10 calendar years or retired from employment which lasted for a minimum of 10 calendar years) as a full-time gamekeeper, stalker, ghillie or ranger;                      |
| "Regional Committee"   | has the meaning as is referred to at Article 40, and "Regional Committee member" shall be construed accordingly;                                                                                                                                          |

|                      |                                                                                                                               |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| "the Secretary"      | means any person appointed to perform the duties of the Secretary of the Company;                                             |
| "special resolution" | means a resolution passed by not less than 75% of the members entitled to vote in person at a general meeting of the Company; |
| "Student members"    | means members who are students studying for a recognised Gamekeeping course at a Scottish College of Higher Education;        |
| "Supporters"         | means members who are persons who support the professions and the principles promoted by the Company;                         |
| "Syndicate members"  | means members which are named groups of six or more Full members;                                                             |
| "Website"            | means the website of the Company and the Charitable Company;                                                                  |
| "year"               | means a calendar year.                                                                                                        |

Unless the contrary intention appears:

- (a) words importing the singular number shall include the plural number and vice versa;
- (b) words importing a particular gender include any gender;
- (c) reference to a "person" includes any natural person (male or female) or any legal person, body, firm or organisation, incorporated or unincorporated, and any other person;
- (d) the headings in these Articles are for convenience only and shall not affect the construction of the Articles;

- (e) words and expressions defined in the Act shall bear the same meaning in these Articles, including any statutory modifications to those defined terms, not in force at the date these Articles becomes binding on the Company;
- (f) save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subjects or context, bear the same meaning in these Articles.

### **NAME, REGISTERED OFFICE & OBJECTS**

- 3A The name of the Company is "Scottish Gamekeepers Association".
- 3B The registered office of the Company is to be situated in Scotland.
- 3C The principal object for which the Company is established is:

To make representations to government on legislation and other public matters which affect the business or professional interests of its members.

The Company's other objects are as follows:

- (i) To promote the work keepers do for the good of the countryside and its management;
- (ii) To promote the welfare of gamekeepers when issues concerning their jobs come under attack from pressure groups and government policies;
- (iii) To liaise with other shooting organisations and rural alliances and to point out the implications should shooting ever be restricted in Scotland;
- (iv) In furtherance of such objects but not further or otherwise:
  - (a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
  - (b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or

elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, 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, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;

- (c) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any share, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;

- (f) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such person; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants; and to set up establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained;
- (g) To give financial assistance directly or indirectly for the purpose of acquiring shares in the Company or any other company or to reduce or discharge any liability incurred for such purpose;
- (h) To distribute among the Members of the Company in kind any property of the Company of whatever nature;

- (i) To carry on business for the disposal by sale or otherwise (including online sale) of merchandise promoting the Charitable Company;
- (j) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, privileges, concessions, patents, patent rights, licensees, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business;
- (k) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, or the Charitable Company's purposes;
- (l) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold otherwise deal with any investments made;
- (m) To procure the Company to be registered or recognised in any part of the world;
- (n) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- (o) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;
- (p) To update and maintain the website used by the Company and the Charitable Company;
- (q) To arrange and maintain insurance on behalf of the Company and the Charitable Company;

- (r) To provide day to day administration services to the Charitable Company;
- (s) To liaise with legal and other advisers on behalf of the Charitable Company;
- (t) To promote or to assist in promoting activities in furtherance of the Company or the Charitable Company;
- (u) To take such steps as may appear to the Board appropriate to protect, preserve and enhance the objects of the Company and the Charitable Company;
- (v) To control the funds of the Company and to make such payments as it considers reasonable;
- (w) To alter the Articles of Association;
- (x) To employ and dismiss full and part time employees, hire consultants and set terms and conditions of employment;
- (y) To do all things necessary for the attainment of the objects and so far as may be necessary or desirable to do so in collaboration with any person, body, institution, authority or otherwise;
- (z) To handle member and public enquiries relating to the Company and the Charitable Company;
- (aa) To carry on business for the disposal by sale or otherwise (including online sale) of merchandise promoting the Charitable Company;
- (bb) To publish a magazine; and
- (cc) To sell advertising space on behalf of the Charitable Company in the magazine, calendar and auction booklet.

**MEMBERS**

- 4 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be the Members of the Company. No person shall be admitted a Member of the Company unless he is approved by the Central Committee. Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Central Committee requires, executed by him.
- 5 Unless otherwise determined by a special resolution of the Members there will be a minimum of one and a maximum of four Members.
- 6 A Member may at any time withdraw from the Company by giving at least 14 clear days' notice to the Company. Membership (in the sense of Members whose names are entered on the register of members of the Company) shall not be transferable and shall cease on death. The Central Committee may also at its discretion (in consultation with the Board) resolve to terminate the membership of any Member if they believe it to be in the best interests of the Company.

**MEMBERSHIP**

- 7 Membership of the Company (in the sense of paying a subscription or membership fee in order to become a member(s) of the Company) shall be open to all persons qualifying as Co-opted members, Corporate members, Full members, Honorary members, Junior members, Professional members, Supporters or Syndicate members. Such members shall have the rights and privileges afforded by the Articles and any internal management rules of the Company.

**ANNUAL GENERAL MEETINGS**

- 8 The Company shall in each calendar year hold an annual general meeting of its members not later than by 1 November in each year, on a date fixed by the Board and advertised in writing at least two weeks in advance.
- 9 The purpose of the annual general meeting shall be *inter alia* to transact the following business of the Company:

- (i) to receive, and if approved, to adopt a statement of the Company's accounts for the preceding year; and
- (ii) to deal with any special matter which the Board or the Central Committee may desire to bring before the membership.

The Central Committee shall also consider any suggestions made to them by Professional members or Full members, or members of the Board for matters to be included in the business of the annual general meeting. Any such suggestions must be intimated to the Company in writing at least three weeks prior to the date fixed for the annual general meeting.

- 10 Professional members, Full members, Supporters and Syndicate members may attend meetings of the Company (including the annual general meeting).
- 11 Professional members, Full members and Syndicate members may vote at meetings of the Company (including the annual general meeting).

#### **PROCEEDINGS AT ANNUAL GENERAL MEETINGS**

- 12 At all meetings the vote of the majority shall prevail.
- 13 The Chairman shall have, in addition to a deliberative vote, a casting vote in the case of an equality of votes.
- 14 Fifteen members shall be necessary to constitute a quorum at any annual general meeting of the Company duly convened under these Articles.
- 15 If, within half an hour (or such longer time not exceeding one hour as the Chairman decides) from the time appointed for the meeting, a quorum is not present, the meeting, if convened on the requisition of members pursuant to the provisions of the Act, shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman or, failing him, the members of the Central Committee determine. At the adjourned meeting, the quorum shall be a single member.

### **VOTES OF MEMBERS AT ANNUAL GENERAL MEETINGS**

- 16 All votes of the members shall, unless otherwise agreed among the members present at the meeting in question, be taken by secret ballot. For the avoidance of doubt, there shall be no voting by proxy.
- 17 Upon the request of any member, a record of the votes cast shall be kept by the Secretary.
- 18 The Central Committee shall cause proper records of the proceedings and resolutions to be kept.

### **NUMBER OF DIRECTORS**

- 19 There shall be a Board consisting of certain individuals with relevant skills and experience, constituted as provided for in these Articles or in such other manner as the Company in general meeting shall from time to time determine.
- 20 Unless otherwise determined by a special resolution there will be a minimum of one and a maximum of four Directors.
- 21 The Board shall have responsibility for the legal, financial and other corporate responsibilities and requirements of the Company.
- 22 There shall also be a Central Committee which shall be responsible for the day to day business of the Company. The Board will liaise with the Central Committee to ensure that the Board's responsibilities are discharged. Upon incorporation of the Company, the Central Committee shall consist of the current members of the Central Committee of the Association. Thereafter members of the Central Committee shall be appointed in accordance with Article 30.

### **POWERS OF DIRECTORS**

- 23 The powers of the Company shall be exercised by the Central Committee and Board and in furtherance of the objects of the Company.
- 24 The Central Committee shall, in consultation with the Board, have the power to frame such rules and regulations as it considers appropriate for the conduct of

the Company and without prejudice to Article 6, shall have power to impose sanctions for any breach of such rules by cancelling the membership of the offending Member and having their name removed from the register of members of the Company, or by taking such other steps as the Central Committee may consider advisable in the circumstances.

- 25 The Central Committee shall approve nominations to the Council of the Charitable Company.

#### **DELEGATION OF DIRECTORS' POWERS**

- 26 The Board shall be responsible for appointing and delegating to the members of the Central Committee for such purposes as they may consider necessary or desirable and without prejudice to the powers of the Central Committee in relation to membership of the Company under Article 4, the Board may determine the remit of the Central Committee.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 27 No person shall be eligible for election as a Director at any general meeting unless they have been approved and appointed by the Central Committee.
- 28 The members of the Central Committee shall be entitled to appoint and terminate the appointment of Directors to the Central Committee.
- 29 Directors will be appointed for an initial term of three years, and the Central Committee shall be entitled, at its discretion, to re-appoint Directors for a subsequent three year period. If a Director(s) has at any stage been appointed to the Central Committee but such appointment with the Central Committee has since been terminated, the Central Committee shall be entitled, at its discretion, to re-appoint such Director(s) for a further three year period so that such Director(s) are entitled to hold their office for no more than an aggregate of six years. Directors who are appointed to the Central Committee may remain in office until their appointment is terminated in accordance with Article 28 but otherwise there shall be no fixed limit on their term of office.

**APPOINTMENT AND RETIREMENT OF CENTRAL COMMITTEE MEMBERS**

30 The Central Committee shall consist of a chairman and vice-chairman (who will be appointed by the Central Committee) and no more than 25 members who are entitled in terms of this Article 30 to serve as members of the Central Committee (which members must have at least 2 years' continuous membership of the Association, the Company or the Charitable Company prior to the date they are proposed for election or appointed at the Central Committee's discretion in terms of Article 30.2) in the following proportions:

30.1 up to 21 Professional members who have already been elected to a Regional Committee in terms of Articles 45 and 46, each of whom shall have been proposed by a Professional member of a Regional Committee and seconded by an existing Professional member of the Central Committee; and

30.2 up to 4 Co-opted members appointed at the Central Committee's discretion, who must be either a Professional member, a Full member or a Supporter, or a student representative or member of the Company's or Charitable Company's staff, which Co-opted members shall have no voting rights as regards the Central Committee or meetings of the Company.

31 Once elected, each member of the Central Committee shall hold office for a term of 3 years (commencing on the date of election or appointment to the relevant Regional Committee) and shall resign and be eligible for re-election at the next regional meeting following the expiry of such 3 year period.

**DISQUALIFICATION AND REMOVAL OF DIRECTORS AND CENTRAL COMMITTEE MEMBERS**

32 In the event that a majority of the Central Committee deems that a Director or a member of the Central Committee has behaved in a manner that is contrary to the spirit of the objects of the Company or is otherwise deemed unsuitable to continue in the office of Director, that individual may be summarily expelled as a Director or member of the Central Committee by the Central Committee. If a

Board member or member of the Central Committee fails to attend six consecutive Board or Central Committee meetings without good reason or is not seen to fulfil his duties he may be required to resign as a Director or member of the Central Committee and may be subject to summary expulsion in the manner aforementioned.

### **EXPENSES**

- 33 Directors and members of the Central Committee shall be entitled to reclaim from the Company all expenditure necessarily incurred by them in connection with the discharge of their duties.

### **PROCEEDINGS AT MEETINGS OF THE BOARD AND CENTRAL COMMITTEE**

- 34 At all meetings the vote of the majority shall prevail.
- 35 The Chairman shall have, in addition to a deliberative vote, a casting vote in the case of equality of votes.
- 36 Any Director shall be entitled to call a meeting of the Board. Seven members of the Central Committee shall be necessary to constitute a quorum at any meeting of the Central Committee and two Directors shall be necessary to constitute a quorum at any meeting of the Board.
- 37 If, within half an hour (or such longer time not exceeding one hour as the Chairman decides) from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Chairman or, failing him, the Directors determine. At the adjourned meeting, the quorum shall be a single Director.

### **REGIONAL STRUCTURE**

- 38 Professional members, Full members or Supporters shall be encouraged to establish and maintain regional committees within regional areas throughout Scotland, the boundaries of which areas shall be determined by the Central

Committee and varied only where strictly necessary thereafter ("Regional Areas").

- 39 The affairs of each Regional Area shall be managed by a Regional Committee under the supervision of the Central Committee. The Regional Committee shall comprise regional representatives (who must each have had at least 2 years' continuous membership of the Association, Company or Charitable Company prior to the date they are proposed for appointment as Regional Committee members) consisting of:

- (a) a minimum of 2 Professional members;
- (b) 1 Full member; and
- (c) 1 Supporter, Honorary member, Corporate member or Life member.

Subject to Article 30, upon their election to a Regional Committee, Professional members shall be eligible for election to the Central Committee.

- 40 The constitutions of each Regional Area shall be as similar as possible, save where departure from the established style is strictly necessary. The quorum necessary for meetings of a Regional Committee shall be 3.
- 41 The purpose of each Regional Committee shall be to work with Professional members, Full members and Supporters in their Regional Areas and the local community, to encourage local membership to the Company and Charitable Company, to help raise finances for the Company and Charitable Company through fundraising initiatives, and to provide feedback to the Central Committee on matters such as local news, information and suggestions. No policy making discussions or decisions will be conducted at regional level.
- 42 The election of persons to the Regional Committee shall be determined in accordance with the provisions of Articles 43 - 46.

**ELECTIONS TO A REGIONAL COMMITTEE**

- 43 Meetings of a Regional Committee for each Regional Area shall take place on an ad hoc basis and shall be advertised on the Website at least two weeks in advance or by post to members within the Regional Area.
- 44 Meetings may be called by any Regional Committee member or any Central Committee member to deal with any matter pertaining to the affairs of the Regional Area, as well as to deal with the proposed election of any persons as Regional Committee members.
- 45 Any candidate for election to the Regional Committee shall first have been proposed by an existing Professional member and seconded by an existing Professional member or Full member, and votes by Professional members and Full members on a show of hands of approval and of objection at the relevant meeting shall determine the election provided that such members who vote hold their membership cards with their voting hand as evidence of their membership of the Company or Charitable Company.
- 46 Once elected, each member of the Regional Committee shall hold office for a term of 3 years (commencing with the date of election to the Regional Committee) and shall resign and be eligible for re-election at the next relevant regional meeting following the expiry of such 3 year period.

**ACCOUNTS**

- 47 The Central Committee shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the Company, and to give a true and fair view of the state of affairs of the Company.
- 48 The annual accounts of the Company shall be balanced each year as at 31<sup>st</sup> December and shall be examined by an appropriately qualified professional to be appointed at the preceding annual general meeting.

## **ACCOUNTING**

- 49 Once at least in every year the accounts of the Company shall be independently examined by one or more properly qualified accountant or accountants. Accountants of the Company shall be appointed and if the accountant or accountants are required to act as auditors, then their duties shall be regulated in accordance with the provisions of Sections 485 to 488 of the Act or other statutory provisions as to audit for the time being in force, and in construing the said sections the Board shall be treated as the directors in the said sections.

## **NOTICES**

- 50 Any notice may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter, addressed to such person at his registered address as appearing in the register of members.
- 51 Any person described in the register of members by an address not within the United Kingdom, who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid, only Members described in the register or list aforesaid by an address within the United Kingdom shall be entitled to receive any notice from the Company.
- 52 Any notice served by post shall be deemed to have been served on the second day (save on a Friday when it shall be deemed to have been served on the Monday following) following that on which the letter containing the same was posted, and on proving such service it shall be sufficient to show that the letter containing the same was properly addressed and posted as a prepaid letter.

## **INDEMNITY**

- 53 53.1 Subject to Article 53.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge

of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 53(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

53.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

53.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).

## DISSOLUTION

54 Subject to Article 55

- (a) The income and property of the Company shall be applied solely towards the promotion of the objects of the Company;
- (b) No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the members of the Company;
- (c) No Director of the Company shall be appointed to any office of the Company in respect of which a salary or fees are payable; and
- (d) No benefit in money or money's worth shall be given by the Company to any Director except repayment of out-of-pocket expenses.

55 The Company shall, notwithstanding the provisions of Article 54 be entitled:

- (a) To pay reasonable and proper remuneration to any Director or Member of the Company in return for services (not being of a management nature) actually rendered to the Company;
- (b) To reimburse the Directors any reasonable expenses incurred by them in discharging their duties to or on behalf of the Company;
- (c) To pay interest at a rate not exceeding the commercial rate on money lent to the Company by any Director or Member of the Company;
- (d) To pay rent at a rate not exceeding the open market rent for premises let to the Company by any Director or Member of the Company; and
- (e) To purchase assets from, or sell assets to, any Director or Member of the Company providing such purchase or sale is at market value.

56 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 be given or transferred to a charitable institution or institutions having objects

similar to the 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 Articles 54 and 55, 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 foresaid provision, then to some similar charitable object.

#### **MEMBERS LIABILITY**

- 57      The liability of the Members is limited.
- 58      Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he is Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.