

COMPANY NUMBER SC23577

THE COMPANIES ACTS 1985 to 1989

SPECIAL RESOLUTION

OF

ST. MARY'S SCHOOL, MELROSE

At an Extraordinary General Meeting of the Members of the said Company convened and held at

ST. MARY'S SCHOOL, ABBEY PARK, HIGH STREET, MELROSE, TD6 9LM

on the Fifth day of December 2005

the following Special Resolution was duly passed:-

That the present Memorandum and Articles of Association of the Company be cancelled and that the attached new Memorandum and Articles of Association be adopted in their stead.

X Geeth Saini.



SCOTT'S COMPANY FORMATIONS
5 LOGIE MILL, EDINBURGH OFFICE PARK
LOGIE GREEN ROAD, EDINBURGH EH7 4HN
TEL 0131-555 5000 FAX 0131-555 4412

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**THE COMPANIES ACTS 1929 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

Company No. 23577

**ST. MARY'S SCHOOL, MELROSE
(As Amended)**

Incorporated the 8th NOVEMBER 1945

**MEMORANDUM and ARTICLES
of
ASSOCIATION**

SCOTT'S COMPANY FORMATIONS
REGISTERED OFFICE: 100 GERRARD STREET
EAST, LONDON, E.C.4
TELEPHONE: 01-520-0000
TELEX: 630000

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THE COMPANIES ACTS 1929 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF

ST. MARY'S SCHOOL, MELROSE
(As Amended)

- 1. The name of the Company (hereinafter referred to as "the School") is**

"ST. MARY'S SCHOOL, MELROSE"

- 2. The Registered Office of the School will be situate in Scotland.**

- 3. The objects for which the School is established are:**

To provide a school for the education of pupils under 13 years old of either sex and in furtherance of this object:-

(a) To own, operate, maintain, develop and promote St. Mary's School, Abbey Park, High Street, Melrose, TD6 9LN.

(b) To promote education generally and in particular the education of Boys and Girls.

(c) To provide facilities for systematic education, instruction and study in various branches of knowledge, including classical, linguistic, mathematical, scientific, literary, artistic, musical and other cognate subjects; and to employ Headmasters, Lecturers, Teachers and others for giving lectures, demonstrations, instruction and teaching on such subjects.

(d) To grant and establish or join or concur in the granting and establishment of prizes, exhibitions, scholarships, bursaries, fellowships, lectureships, professorships or others connected with the School; to make payments of or towards the expenses of pupils or scholars by way of traveling grants or for research or otherwise; and to pay for or provide board and maintenance for pupils or scholars or other persons attending St Mary's School.

(e) To enter into arrangements or to act in conjunction with Educational Authorities, Associations, Institutions others, if thought or expedient for the effectual attainment of the objects for which the School is established.

(f) To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the company.

(g) To grant feus of or let all or any of the lands and buildings belonging to the school, and not required for the purposes of the School, or to sell and convey the same by public group or private bargain.

(h) To sell and realise all or any of the Stocks, Shares, Bonds, Mortgages, Securities and other property, investments, and assets of any kind belonging to the School.

(i) To print, publish, buy and sell books, magazines, and other publications relating to or for the purpose of the School, and to purchase and sell School clothing, uniform equipment, and all other materials of every description relating to or for the purposes of the School.

(j) To borrow or raise or secure the payment of money in such manner and to such an extent as the School shall think fit, and in particular by the issue of Bonds and Dispositions in Security, Mortgages, Debentures or Debenture Stock, perpetual or otherwise, and whether specifically secured upon all or any of the property and assets of the School or not, and to purchase, redeem or pay off such securities.

(k) To draw, make, accept, endorse, execute and issue promissory notes and bills of exchange.

(l) To invest the funds of the School not immediately required in such way and manner as may be provided by the Articles of Association, but so that money subject, or representing property subject, to any charitable trust shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.

(m) To acquire and undertake so far as lawfully may be the whole or any part of the property and assets and liabilities of any person, company or association having objects similar to any of the objects of the School, or possessed of property suitable for the purposes of the School.

(n) To amalgamate or affiliate, either wholly or partially, with any company or association having objects similar to any of the objects of the School, and not formed for the purpose of gain, and which shall prohibit the payment of dividend or profits to its members to an extent at least as great as is imposed on the School under or by virtue of Clause 4 hereof.

(o) To apply or petition for or promote any Act of Parliament or Royal Charter in furtherance of the objects of the School, or to support or oppose legislative or other measures affecting or calculated or likely to affect, directly or indirectly, any of the objects or purposes of the School.

(p) To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the company.

(q) To undertake and execute any trusts which may be lawfully undertaken by the School and conducive to the advancement of its objects.

(r) To establish and support or aid in the establishment or support of associations, institutions, funds or trusts calculated to benefit persons employed by the School, or by the former owner thereof, or the dependents or connexions of such persons, and to grant pensions and allowances, and to make payment of insurance premiums or contributions under any Scheme, Government or otherwise, for providing superannuation allowances or other payments to such persons, and to subscribe or guarantee money for charitable or benevolent objects.

(s) To do generally all such other things as may be incidental, or the School may think conducive, to the attainment of the above objects or any of them.

Provided that the School shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the School would make it a Trade Union, and if the School should take or hold any property subject to any Trusts the School shall only deal with the same in accordance with such Trusts.

Provided also that in case the School shall take or hold any property subject to the jurisdiction of any competent educational or charitable authority, the School shall not sell, burden, mortgage, charge or lease the same without such authority as may be required by law, and as regards any such property the Governing body of the School shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Governing Body have been if no incorporation had been effected, and the incorporation of the School shall not diminish or impair any control or authority exercisable by the Court of Session or any Court of competent jurisdiction or other Authority having jurisdiction in the matter over such Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the School were not incorporated.

- 4. The income and property of the School, whencesoever derived, shall be applied solely towards the promotion of the objects of the School as set forth in this Memorandum of Association, and 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 School.**

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer, employee or servants of the School, or to any member of the School in return for any services actually rendered to the School, nor prevent the payment of interest at a rate not exceeding 2 ½ per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the

School; but so that no member of the Governing Body of the School shall be appointed to any salaried office of the School or any office of the School paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the School to any member of such Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the School; provided always that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable or telephone company which a member of the Governing Body may be a member, or any other company in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited
6. Every member of the School undertakes to contribute to the assets of the School, in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the School contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributions amongst themselves, such amount as may be required not exceeding One Pound sterling.
7. In the event of the dissolution of the Company, any assets remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed among the members of the Company, but shall be given or transferred to a recognised charitable organisation(s) having objects similar to those of the Company such institution or institutions to be decided by the members of the Company at or before the time of the dissolution and in so far as effect cannot be given to the foresaid provision then to some other charitable object.
8. True accounts shall be kept of the sums of money received and expended by the School, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the School; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the School for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the School shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE, the subscribers to this, Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

**Names, Addresses and Descriptions
of Subscribers**

**REGINALD JAMES EDGAR
6 ALBYN PLACE
EDINBURGH**

Chartered Accountant

**FREDERICK ANDREW DACKER
18 WEST SAVILE ROAD
EDINBURGH**

Coal Exporter and Shipbroker

**WILLIAM ERSKINE BRYCE
BALNAGOWAN
SELKIRK**

Woollen Manufacturer

**HUGH STEWART WALKER
ST. MARY'S SCHOOL
MELROSE**

Schoolmaster

**HELEN BROWN WALKER
ST. MARY'S SCHOOL
MELROSE**

Married Woman

**ROBERT ARTHUR MORRISON
64 QUEEN STREET
EDINBURGH**

Chartered Accountant

**JOHN LEONARD TOD
ST. LEONARD'S
LASSWADE, MIDLOTHIAN**

Paper Manufacturer

**GEORGE PATERSON GIBSON
PEASTON BANK
PENCAITLAND**

Farmer

**DAVID TWEEDIE DOUGLAS
INCHMAHOME
LONGNIDDRY**

Grain Merchant

DATED the 31st OCTOBER 1945

Witness to the above Signatures:-

**W.A. SCOTT DOUGLAS
3 GLENFINLAS STREET, EDINBURGH**

Writer to the Signet

THE COMPANIES ACTS 1929 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
ST. MARY'S SCHOOL, MELROSE
(As Adopted)
PRELIMINARY

1. The Regulations contained in Table C of The Companies (Tables A to F) Regulations 1985 shall not apply to this Company, but the following shall be the Regulations of the Company.

INTERPRETATION

2. In these Articles unless inconsistent with the context:

The "School" means the above named Company.

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

"Governors" means persons appointed or elected in terms of these Articles of Association.

"Governing Body" means the Governors for the time being of the School.

"Month" means calendar month.

"Year" means any year from 1st August to 31st July inclusive.

Words importing the singular include the plural and vice versa.

Words importing the masculine include the feminine.

Words importing persons include corporations.

The expression "the Articles" means the Articles of Association for the time being in force.

"the Act" means the Companies Act 1985 (as amended or re-enacted from time to time).

"Member". includes Individual Member, Corporate Member and Representative Member (all as defined herein).

MEMBERS

3. Subject as hereinafter mentioned in Article 6 and Article 7 hereof such persons as the Governing Body shall admit to membership shall be members of the Company.

MEMBERSHIP

4. The Company shall consist of:

(1) Persons duly approved by the Governing Body (except as provided in Article 6 hereof) and who:

(a) are Former Pupils or scholars of the School or its predecessors or is or becomes and continues to be a member of any Club in connection with the School,

(b) is or has been a member of the teaching staff of the School or its predecessors,

(c) membership of the School shall be open to all persons interested in advancing the objects of the School as set forth in this Memorandum.

(2) Incorporated bodies including Statutory Authorities whose appointment shall be determined by the Management Committee.

5. The provisions of Sections 352 and 353. of the Act shall be observed by the School and every Member of the School shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.

6. Every Member shall be bound to further to the best of his ability the objects, interest and influence of the School and shall observe all regulations and bye-laws of the School.

7. The School may in General Meeting determine the appropriate rate of annual subscription payable by each Member of the School. Such annual subscriptions when determined shall be payable in advance by Members to cover the following financial year, 1st August to 31st July.

8. Any member who shall fail in observance of the regulations or bye-laws of the school, or whose conduct in any respect shall be derogatory to the character or prejudicial to the interest of the School, may be excluded from his membership of the School by Resolution of a majority of at least three-fourths of the members of the Governing Body present and voting at a Meeting, specially convened for the purpose, at which not less than five members shall be present, and he shall thereupon cease to be a member, provided that such a member shall have been given a proper opportunity of being present at the meeting and hearing and answering the charge against him.

9. A Member of the School shall forthwith cease to be a Member:

(1) if he, being an Individual Member or Representative Member shall die;

(2) if he or it shall become bankrupt or insolvent or suspend payment or compound with his/its creditors;

(3) if he, being an Individual Member or Representative Member, shall become of unsound mind;

(4) if he or it shall resign by giving four weeks' notice in writing - to the School of his or its intention so to do at the Registered Office of the School;

GENERAL MEETINGS

10. The School shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and it will specify the meeting as such in the Notice calling it, and not more than 15 months shall elapse between the date of one Annual general Meeting of the School and that of the next. The Annual General Meeting shall be held at such time and place as the School shall appoint.

11. The business to be transacted at each Annual General Meeting of the School shall include:

(1) Consideration of reports of the School's activities and financial position and of the income and expenditure account and balance sheet to be presented to the meeting.

(2) The election of members of the Governing Body.

(3) The appointment of the Auditors.

12. All other General Meetings shall be called Extraordinary General Meetings. The Governing Body may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitions, as provided by Section 368 of the Act.

13. (1) Subject to the provisions of Section 369 of the Act, fourteen clear days' notice, at least, or (in the case of an Annual General Meeting or a Meeting convened to pass a Special Resolution) twenty one clear days' notice, at least, shall be given to such Members as are, under the provisions herein contained, entitled to receive notices from the School, and also to the School's Auditors. The length of notice in every case shall be calculated exclusive of the day on which the Notice is served or deemed to be served and the day for which it is given.

(2) A meeting shall, notwithstanding that it is called by shorter notice than that specified in the preceding article, be deemed to have been duly called if it is so agreed:

(a) In the case of a meeting called as the Annual General Meeting, by all Members having the right to attend and vote thereat; and

(b) In the case of any other meeting, by such proportion of the Members as is prescribed in the Act.

(3) Every notice of meeting shall specify the place, the day and the hour of meeting, and the general nature of the business to be transacted. The notice convening an Annual General Meeting shall specify the meeting as such, and the notice convening a meeting to pass a special or Extraordinary Resolution shall specify the intention to propose the Resolution as a Special or Extraordinary Resolution, as the case may be.

(4) 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.

(5) The accidental omission to give notice of any meeting to, or the non-receipt of the notice by, any person shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at a General Meeting unless a quorum of three Members entitled to vote at a General Meeting of the School be present at the time when the meeting proceeds to business.

15. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Governing Body may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

16. The Chairman, or in his absence, another member of the Governing Body, shall preside at every General Meeting if he be present and willing. If none of them is present and willing to preside at the time fixed for the opening of the meeting, or within fifteen minutes thereafter the Members present shall choose one of themselves to be Chairman of the Meeting.

17. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. At any General Meeting a Resolution put to the vote shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least three Members present in person or by proxy, or by the Chairman, or by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or lost or carried or not carried by a particular majority, and an entry to that effect in the book

containing the Minutes of the proceedings of the School shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

19. If a poll is duly demanded, it shall be taken in such manner and at such time as the Chairman of the Meeting directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. A poll demanded on the election of a Chairman shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs. The demand for a poll may be withdrawn.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or the poll is demanded shall be entitled to a second or casting vote.

21. Proper Minutes shall be kept of all proceedings of General Meetings and of the Meetings of the Governing Body and Special and Advisory Committees by such person as the Governing Body may appoint.

VOTES OF MEMBERS

22. Every member shall have one vote and a poll vote may be given personally or by proxy.

23. No member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the School in respect of his membership, shall be entitled to vote on any question at any General Meeting.

24. The Instrument appointing a proxy shall be in writing in common form or in any other form which the Governing Body shall approve under the hand of the appointer or his Attorney duly authorised in writing or if the appointer is a Corporation under the hand of an Officer or Attorney so authorised. A proxy need not be a member of the School.

25. The Instrument appointing a proxy and the Power of Attorney or other authority, if any, under which it is signed, or a notarially certified copy of that Power or Authority shall be deposited at the Registered Office of the School not later than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the Instrument proposed to vote, and in default, the Instrument of proxy shall not be treated as valid.

26. A vote given in accordance with the terms of an Instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the Registered Office of the School one hour at least before the time for holding the meeting.

GOVERNING BODY

- 27. There shall be a Governing Body consisting of members of the School, constituted subject to Articles 31, 32 and 33 in such manner as the School in General Meeting shall from time to time determine.**
- 28. The business of the School shall be managed by the Governing Body, who may exercise all such powers of the School as are not by Statute or by these Articles required to be exercised by the School in General Meeting, subject always to such regulations or methods as may be prescribed by the School in General Meeting.**
- 29. The Governing Body shall consist of not less than five not more than twelve Members of the School.**
- 30. The Members of the School in General Meeting may resolve that three named bodies of the nature of University Courts, Educational Trusts, Societies or Associations, Professional Societies or Regional or District Councils shall be entitled to nominate three Governors (hereinafter called the "Nominated Governors") one Nominated Governor being nominated by each such named body.**
- 31. The other Governors (hereinafter referred to as "the Elected Governors") shall be elected by the Members of the School provided that one Member shall, if practicable, be at the time of election the parent of a pupil at the School. Subject as aforesaid the Elected Governors and the Nominated Governors (if any) shall, if convenient, be Former Pupils of St. Mary's School.**
- 32. The Members of the School in General Meeting may appoint any person or persons to be an Honorary Governor who need not be a Member of the School and shall not be subject to Articles 29 and 31 hereof. An Honorary Governor shall not be regarded as an Elected Governor for the purpose of these Articles.**
- 33. The Governing Body shall appoint a Chairman and a Vice-Chairman from among its own members.**
- 34. Any casual vacancy in the Governing Body may be filled by the Governing Body and members appointed to fill casual vacancies shall hold office (subject to Article 45) until the close of the next Annual General Meeting of the School, but shall be subject to earlier removal by an Extraordinary Resolution of the School.**
- 35. The Governing Body may act although their number is, or is reduced by death, retirement or otherwise below the number of three, provided that the Members for the time being of the Governing Body shall act only for the purpose of filling up vacancies or convening a General Meeting of the School until there are five members of the Governing Body.**

36. The Members of the Governing Body shall be elected from Members of the School at an Annual General Meeting. One quarter of the Governing Body shall be elected annually at the Annual General Meeting and once elected shall hold office until the Annual General Meeting three years after that at which the Member of the Governing Body was last elected. Members shall be eligible for re-election to the Governing Body provided this does not result in their membership of the Governing Body exceeding 20 years in total.

37. Nominations to the Governing Body should be submitted in writing to the Secretary at least two weeks prior to the Annual General Meeting or other General Meeting if appropriate but at the discretion of the Chairman nominations may be accepted from the floor.

38. The Governing Body shall have power to co-opt not more than three persons (being members of the School) as additional members of the Governing Body who shall not be taken into account for the purposes of Article 30 and shall retire at the next following Annual General Meeting.

39. The Governing Body may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.

40. The Governing Body shall meet not less than four times a year. On the request of a member of the Governing Body the Director shall at any time summon a meeting of the Governing Body by notice served upon each member of the Governing Body. A member of the Governing Body who is absent abroad will not be entitled to notice of a meeting.

41. The Governors shall appoint the Headmaster of any school owned or managed by the School. The Headmaster shall, subject to the provisions of these Articles and of any agreement which may be entered into, act under the instructions of the Governors. It shall be in the power of the Governors, by unanimous resolution of a meeting at which all the Governors in the United Kingdom are present, or by written resolution signed by all the Governors in the United Kingdom, to suspend any Headmaster from the exercise of the rights and duties of his position without notice and without assigning any cause, and by similar resolution of a meeting or in writing the Governors may - in the event of incapacity, inefficiency or serious fault of any Headmaster, as to which the Governors shall be the sole judges - without notice terminate the agreement of any Headmaster, who shall thereupon depart from the premises of any school owned or managed by the School.

SPECIAL COMMITTEES

42. The School in General Meeting and (subject to any restrictions or conditions imposed by the School in General Meeting) the Governing Body respectively may establish, and when necessary dissolve Committees of the School consisting of members of the School and such others as the School in General Meeting, the Governing Body, or any such Committee so established may decide.

43. The School in General Meeting and (subject to any restriction or conditions imposed by the School in General Meeting) the Governing Body respectively may appoint sub-committees or working parties to consider and report on any particular subject as they may from time to time think fit. The Governing Body shall not delegate powers to such sub-committees or working parties, but the Governing Body may also appoint sub-committees consisting of its own members (with or without powers of co-option of members of the School) to which the Governing Body may delegate such powers as it may think fit and annul or vary any such delegation.

REGULATIONS

44. The School in General Meeting may from time to time make such regulations in the form of bye-laws, standing orders or otherwise, not inconsistent with the Articles, or amounting to such an addition thereto or alteration thereof as could only legally be made by Special Resolution, as they may think fit for the management, conduct and regulation of the affairs of the School and the proceedings and powers of the Governing Body and any Special or Advisory Committees.

DISQUALIFICATION OF OFFICERS

45. The office of a member of the Governing Body shall be vacated:-

- (1) if he resigns his office by a notice in writing to the School; or**
- (2) if he is removed from office by a resolution passed by a majority of at least three-fourths of the members present and voting at a General Meeting of the school; or**
- (3) if for any cause he ceases to be a member of the School; or**
- (4) if he becomes bankrupt or of unsound mind;**
- (5) if he ceases to hold office by virtue of any provisions of the Act; or**
- (6) if he accepts remuneration in contravention of Clause [4] of the Memorandum of Association.**

PROCEEDINGS AT MEETINGS OF THE GOVERNING BODY

46. Unless otherwise determined by the School in General Meeting the quorum at a meeting of the Governing Body shall be 4, and at a meeting of any Special or Advisory Committee shall be such members as shall be equal to one half of the number of persons on the relevant Special or Advisory Committee from time to time.

47. Subject as hereinbefore provided, the proceedings of the Governing Body and Special or Advisory Committees shall respectively be governed by the Articles regulating proceedings at General Meetings of the School so far as the same are applicable thereto.

ACCOUNTS

48. The Governing Body shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the School and to give a true and fair view of the state of its affairs and in particular (but without limiting the generality of the foregoing provision) proper books of account with respect to:-

(a) All sums of money received and expended by the School and the matters in respect of which such receipt and expenditure takes place.

(b) All sales and purchases of services/goods by the School.

(c) The assets and liabilities of the School.

49. The books of account shall be kept at the Registered Office of the School, or, subject to Section 222 of the Act, at such other place or places as the Governing Body thinks fit, and shall always be open to the inspection of members of that Committee.

50. The Governing Body shall from time to time in accordance with Sections 227, 235, 241 and 261 of the Act cause to be prepared and to be laid before the School in General Meeting such income and expenditure accounts, balance sheets and reports as are referred to in those Sections.

51. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the School in General Meeting, together with a copy of the Auditors' Report, shall not less than twenty one days before the date of the meeting be sent to all persons entitled to receive notice of General Meetings of the School.

AUDIT

52. Once at least in every year the accounts of the School shall be audited by one or more properly qualified auditor or auditors. Auditors of the School shall be appointed and their duties regulated in accordance with the provisions of Sections 384 to 389 of the Act or other statutory provisions as to audit for the time being in force, and in construing the said Sections the Governing Body shall be treated as the Directors mentioned in the said section.

SEAL

53. (a) The Company may have a seal if it so wishes. Insofar as the Company has a seal it shall only be used with the consent of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is to be affixed and unless otherwise so determined it shall be signed by a Director and also by the Company Secretary or by a second Director. The Obligation under Clause 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

NOTICES

54. Any notice may be served by the School 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.

55. 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 School 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 School.

56. Any notice served by post shall be deemed to have been served on the day following that on which the letter containing the same was put into the post office, and in proving such service it shall be sufficient to show that the letter containing the same was properly addressed and put into the post as a prepaid letter.

57. Any notice contained in an electronic communication shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any electronic communication was sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

INDEMNITY

58. Subject to the provision of Section 310 of the Act any officer of the School or member of the Governing Body or of any sub-committee, working party, Special or Advisory Committee of the School shall be:

(a) Chargeable only for so much money or property as he shall actually receive for the School.

(b) Answerable only for his own acts or defaults and not for those of any other person or body, nor for any loss or damage of any kind which may happen in the execution of his duties.

DISSOLUTION

59. The provisions of Clause [7] of the Memorandum of Association relating to the winding-up or dissolution of the company shall have effect and be observed as if the same were repeated in these Articles.

Names, Addresses and Descriptions of Subscribers

**REGINALD JAMES EDGAR
6 ALBYN PLACE
EDINBURGH**

Chartered Accountant

**FREDERICK ANDREW DACKER
18 WEST SAVILE ROAD
EDINBURGH**

Coal Exporter and Shipbroker

**WILLIAM ERSKINE BRYCE
BALNAGOWAN
SELKIRK**

Woollen Manufacturer

**HUGH STEWART WALKER
ST. MARY'S SCHOOL
MELROSE**

Schoolmaster

**HELEN BROWN WALKER
ST. MARY'S SCHOOL
MELROSE**

Married Woman

**ROBERT ARTHUR MORRISON
64 QUEEN STREET
EDINBURGH**

Chartered Accountant

**JOHN LEONARD TOD
ST. LEONARD'S
LASSWADE, MIDLOTHIAN**

Paper Manufacturer

**GEORGE PATERSON GIBSON
PEASTON BANK
PENCAITLAND**

Farmer

**DAVID TWEEDIE DOUGLAS
INCHMAHOME
LONGNIDDRY**

Grain Merchant

DATED the 31st OCTOBER 1945

Witness to the above Signatures:-

**W.A. SCOTT DOUGLAS
3 GLENFINLAS STREET, EDINBURGH**

Writer to the Signet