

The Companies Act 1985
Company Limited by Guarantee
and not having a Share Capital

Memorandum of Association

of

NATIONAL MINING MUSEUM SCOTLAND TRUST

(formerly The Scottish Mining Museum Trust: incorporated on change of name pursuant to Special Resolution dated 16 May 2012; amended Memorandum as adopted by Special Resolution dated 31st May 2004 and as further amended by Special Resolution dated 27 September 2004)



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PRELIMINARY

In this Memorandum unless there be something in the subject or context inconsistent therewith:-

'The Memorandum' means this Memorandum of Association or such as is in force from time to time.

'The Articles' means the Articles of Association of the Trust as are in force from time to time.

'The Board of Trustees' means the Board of Trustees of the Trust appointed in terms of the Articles.

'The Collection' means that body of material evidence having collective or individual historical, artistic or scientific importance, the possession of which enables the Trust to be constituted as a Museum.

'A Specimen' means any individual item comprised in the Collection.

'A Museum' means an institution which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit; and which is recognised or capable of being recognised by the Museums & Galleries Commission as being properly constituted and as performing the required functions in an acceptable manner.

'The Act' means the Companies Act, 1985, and any amendment, extension or re-enactment thereof for the time being in force.

'Member' means a member for the time being of the Trust in terms of the Articles.

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

Unless the context otherwise requires, words or expressions contained in this Memorandum shall bear the same meaning as in the Act as in force at the date at which this Memorandum became binding on the Trust. In these presents, the word 'Trust' shall be substituted for 'Company' and the words 'Board of Trustees' for 'Directors' as these other words respectively appear in the Act.

1. The name of the Company (hereinafter referred to as 'the Trust') is "NATIONAL MINING MUSEUM SCOTLAND TRUST".

2. The Registered Office of the Trust will be situated in Scotland.

3. Each and every Clause (including this Clause) both of the Memorandum and of the Articles shall be read and interpreted as if there were embodied therein an over-riding qualification to the effect that no expenditure of income or capital by the Trust shall be permitted for the purpose of carrying out any activities which are not wholly charitable within the meaning of Sections 505 and 506 of the Income and Corporation Taxes Act 1988, or of any amendment, extension or re-enactment thereof or of any subordinate legislation made thereunder (which meaning shall be ascribed to the word 'charitable' wherever used in this Memorandum and Articles), and that in all cases in which the powers conferred upon the Trust, whether by this Memorandum and Articles or otherwise are in their nature alike capable of being exercised for purposes which are not charitable or only partially so, as well as for purposes which are wholly charitable, the Trust shall be entitled to exercise those powers only in those ways which will not prejudice the charitable status of the Trust (within the statutory meaning before mentioned).

Subject to the said over-riding qualification the objects for which the Trust is established are:-

3.1 To advance and promote the education of the general public, and in particular the inhabitants of Scotland without distinction of sex or of political, religious or other opinions, by associating voluntary organisations, local authorities and other bodies of whatever status together with the inhabitants in a common effort to establish a Museum to be called The Scottish Mining Museum which the Trust intends to achieve by means of:

a) bringing together, holding, adequately housing, conserving and documenting a Collection of specimens being of historical, artistic or scientific importance and in respect of which there will be a strong presumption against the subsequent disposal of any item;

b) seeking the preservation, conservation and maintenance in good repair and condition and wherever possible the display to the general public of the buildings of historical or architectural importance comprised in the Lady Victoria Colliery, Newtongrange, Midlothian, as part of the said Museum.

c) stimulating public interest in the Museum as a focal point of education and of historic, artistic or scientific interest, thereby improving the facilities available for general public amenity and education;

d) displaying and publicising the Collection for the public benefit; permitting access to research workers and school children, always providing that the safety and security of the Collection are not thereby endangered; permitting with similar safeguards the loan of any Specimen for exhibition or research;

e) promoting and assisting in the collating and recording of historical, ethnological, archaeological, biological, geological or other related information appropriate to the purpose of the Museum as set out in Clause 3.1.

3.2. To adopt a written Collecting Policy and review it at least every five years, which policy shall define the type of Specimens which the Trust wishes to include in the Collection and the geographical area from which such Specimens may be drawn.

3.3. To maintain an accurate and current Register of all Specimens acquired for, or removed from, the Collection.

4. In furtherance of the objects of the Trust, the Trust shall have the following powers:-

4.1 Subject to the provisions hereinafter contained, to purchase, take on lease, exchange, hire or otherwise acquire any heritable or moveable, real or personal property and any rights or privileges which may from time to time be deemed necessary for the promotion of the Trust's objects, and to construct, maintain, add to, improve, furnish, equip and alter any building or structure necessary for the work of the Trust.

4.2 To establish, subsidise, promote, support and amalgamate with companies, trusts, societies or associations having objects altogether or in part similar to those of the Trust, provided that by their constitution they prohibit the distribution of any profits or assets among their members, and that any such organisation must have been accepted as charitable in law.

4.3 To procure and print, publish, issue and distribute gratuitously or otherwise, newspapers, periodicals, books, pamphlets, leaflets, advertisements, appeals or other literature.

4.4 To promote, encourage and undertake experimental work or conduct research consistent with the objects of the Trust, publishing the useful results of such research.

4.5 To sell, let, grant security over, turn to account, manage and improve all or any of the property or assets of the Trust subject to such terms and conditions as may be thought expedient, to exercise any rights or privileges or advantages, servitudes or other benefits for the time being attached to such property or assets, and to undertake, maintain, execute and do all such lawful acts, matters and things as the Trust may be obliged or required or ought to do as owners of such property or assets, provided always that:-

a) the Trust shall create no heritable security, charge, pledge or any encumbrance (other than those arising by operation of law) over any Specimen comprised in the Collection;

b) any decision to sell or otherwise dispose of any Specimen shall be made only by the Board of Trustees acting with the advice of an appropriately qualified and/or experienced professional museum curator and only for the purpose of improving the quality of the Collection;

c) any Specimen identified for disposal from the Collection shall be offered first for transfer by loan, gift or exchange to any museum administered by a

charitable trust or public authority, before such Specimen is otherwise gifted or offered for sale to the public at auction or in any other manner;

d) any monies received from the disposal of any Specimen shall be applied for the benefit of the Collection and in particular, but not necessarily exclusively, to purchase items for the Collection.

4.6 Subject to Clause 4.5, to feu, sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with all or any part of the property of the Trust as may be expedient with a view to the promotion of its objects.

4.7 To take such steps by personal or written appeals, advertising matter, public meetings, film shows, sales of booklets and other items, or otherwise as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Trust to carry out any of its objects which may require assistance.

4.8 Subject to such consents as may be required by law and to the limitations instituted by the Trust, to borrow or raise money for the purposes of the Trust on such terms and in such manner as the Board of Trustees may think fit.

4.9 To invest the monies of the Trust not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

4.10 To insure the Trust and its property, including without prejudice to foregoing generality the Collection and any other items held on loan by the Trust, against such risks as it shall be considered prudent and necessary to insure.

4.11 To purchase or otherwise acquire all or any part of the property or assets, and to undertake all or any of the liabilities and engagements, of any one or more companies, trusts, societies or associations with which the Trust is authorised to amalgamate, subject to the conditions relating to charitable status outlined in Clause 4.2.

4.12 To receive and accept from time to time grants and legacies, donations, gifts, subscriptions, conveyances and endowments either of money or property, heritable or moveable, real or person, of any description whatsoever, either absolutely or conditionally or in trust.

4.13 To employ and (subject to the provisions of Clause 5) to remunerate staff of the Trust and to provide pension or superannuation benefits for any such staff or otherwise to assist any such staff and their widows, children or other dependants.

4.14 To subscribe and make contributions to or otherwise support charitable institutions, societies and schools, and to grant donations for any charitable purpose in any way connected with the purposes of the Trust or calculated to further its objects.

4.15 To pay all expenses preliminary or incidental to the formation of the Trust and its registration.

4.16 To do all such other lawful things as may be conducive or incidental to the attainment of any of the above objects, Provided that:-

(a) in case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as is allowed by law having regard to such trusts;

(b) the Trust 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 as an object of the Trust would make it a trade Union; and

(c) in relation to any property which may come into the hands of the Trust as trustees under any other trust (whether established by any trust deed or any scheme approved by the Court of Session or made in pursuance of any enactment relating to educational endowments or war charities or otherwise) nothing herein shall authorise the Trust to deal therewith otherwise than in accordance with the terms of the trust and with any law relevant thereto, nor shall the incorporation of the Trust affect the liability as an individual of any member of the Board of Trustees who may be a party to such dealings.

5.1 The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this Memorandum of Association; no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise however by way of profit, to the Members of the Trust; provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust or to any Member of the Trust, in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding five *per centum* per annum above the Bank of Scotland base rate for the time being on money lent by any Member to the Trust, or reasonable and proper rent for premises let by any Member to the Trust, but except as provided for in clause 5.2 so that no Member of the Board of Trustees shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any Member of the Board of Trustees 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 Trust; provided that the provision last aforesaid shall not apply to any payment to any company in which a Member of the Board of Trustees holds not 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.

5.2 Nothing contained in clause 5.1 shall apply to or prohibit: (a) the *ex officio* appointment of the Director or Chief Executive of the Trust (being a remunerated officer or servant of the Trust) as a Trustee in terms of the Articles or (b) the appointment of a Member of the Board of Trustees to any salaried office of the Trust or any office of the Trust paid by fees if such appointment shall be resolved by the Board of Trustees to be in the best interests of the Trust having regard to the experience and qualifications of the Member of the Board of Trustees so appointed; provided always that: (i) any Member of the Board of Trustees so appointed or holding office as aforesaid shall be excluded from and shall not be entitled to vote at any meeting (or the relevant part of any meeting as the case may be) of the Board of Trustees at which shall be considered or resolved his appointment, renewal of appointment or termination of appointment or any matter relating to his appointment and (ii) the majority of the Members of the Board of Trustees

holding office from time to time shall not be remunerated or appointed to any salaried office of the Trust or any office of the Trust paid by fees.

6. The liability of the Members is limited.

7. Every Member of the Trust undertakes to contribute to the assets of the Trust, 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 Trust 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 contributories amongst themselves, such amount as may be required not exceeding One Pound Sterling.

8. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Trust and of the property, assets and liabilities of the Trust. Such accounts shall be open to any member of the Board of Trustees and the Auditor for inspection at all reasonable times, and to any other member of the Trust to the extent permitted by the provisions of the Articles. Once at least in every year the Accounts of the Trust shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained, by one or more properly qualified Auditor or Auditors.

9. Upon the winding up or dissolution of the Trust, its debts and liabilities shall be satisfied exclusively out of the assets of the Trust other than the Collection, unless such assets shall prove insufficient for the purpose; in such event, only such minimum number of specimens out of the Collection shall be sold as shall be required to produce sufficient moneys to meet the remaining debts and liabilities of the Trust, such sale or sales (save under compulsion of law) to take place as set out in Clause 4.5. The Collection and other assets of the Trust, after satisfaction of its debts and liabilities, shall not be paid to or distributed among the Members of the Trust or returned to donors but shall be given or transferred to the National Museums of Scotland, the Collection to be integrated with the existing collection of the said museum or maintained as a separate collection, on terms consistent with the provisions of Clause 3 hereof, at the option of the said museum, and the other assets likewise to be added to the existing funds held for the maintenance and development of the existing collection of the said museum or held as a separate fund for the maintenance and development of the Collection as a separate collection; Provided that:-

a) the said museum shall in turn be empowered, having consulted the Museums & Galleries Commission, the Scottish Museums Council and Midlothian Council, to give or transfer all or part of the Collection and other assets and any moneys subsequently realised from the Collection, on the same terms and with the same powers (including the power of subsequent gift or transfer) under which they were received by the said museum, to such other institution (whether established as a local authority, company or trust) having objects (whether its sole objects or part only of its objects) consistent with the provisions of Clause 3 hereof and which, if a company or trust, shall prohibit the distribution of its income and assets among its members or beneficiaries to an extent at least as great as is imposed on the Trust under or by virtue of Clause 5 as may be determined by the Board of Trustees; and

b) if the said museum shall no longer exist at the time of winding up or dissolution of the Trust, or shall not accept the Collection and other assets of

the Trust, the same shall be given or transferred to another institution as described in proviso (a) above, on the same terms, subject to the same process of consultation and with the same powers (including the power of subsequent gift or transfer of all or any part of the Collection and other assets) as the said museum would have had, as may be determined by the Members of the Trust with (if requisite) the written approval of the Lord Advocate or the authority of any court having jurisdiction over the distribution of the assets of the Trust, whether before, at or after the date of winding up or dissolution of the Trust;

Declaring that if at any time the institution holding the Collection and other assets and moneys or any part thereof desires to give or transfer all or any part of the same to another institution, the institution to which such gift or transfer is intended to be made shall, as a condition of its receipt of the Collection and other assets or moneys or any part thereof, undertake that the said other assets and moneys, and any moneys subsequently realised from the Collection, shall be applied only for the purpose of maintaining and developing the Collection, or another collection of such institution with which the Collection or parts thereof shall be integrated, or otherwise for charitable purposes only;

And if and insofar as effect cannot at any time be given to the aforesaid provisions, the Collection and other assets (if any) of the Trust shall be applied for charitable purposes only.

The Companies Act 1985

**Company Limited by Guarantee
and not having a Share Capital**

Articles of Association

of

NATIONAL MINING MUSEUM SCOTLAND TRUST

**(formerly The Scottish Mining Museum Trust incorporated on change of name
pursuant to Special Resolution dated 16 May 2012;
amended Articles as adopted by Special Resolution dated 31st May 2004 and
as further amended by Special Resolutions dated 1 September 2008 and 16
May 2012)**

PRELIMINARY

In these Articles, unless there be something in the subject or context inconsistent therewith:-

'The Trust' means National Mining Museum Scotland Trust.

'The Articles' means these Articles of Association or such as are in force from time to time.

'Member' means a member for the time being of the Trust in terms of the Articles.

'The Board of Trustees' means the Board of Trustees of the Trust appointed in terms of the Articles.

'The Office' means the Registered Office for the time being of the Trust.

'The Act' means the Companies Act, 1985, and any amendment, extension or re-enactment thereof for the time being in force.

'The United Kingdom' means Great Britain and Northern Ireland.

'Person' means any individual.

'A Museum' means an institution which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit, and which is recognised or capable of being recognised by the Museums & Galleries Commission as being properly constituted and as performing the required functions in an acceptable manner.

'The Collection' means that body of material evidence having collective or individual historical artistic or scientific importance, the possession of which enables the Trust to be constituted as a Museum.

'A Specimen' means any individual item comprised in the Collection.

Expressions referring to 'writing' shall, unless otherwise stated, be construed as including references to printing, lithography, photography and other means of representing or reproducing words in a visible form.

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

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act as in force at the date at which these Articles of Associations became binding on the Trust except that the word "Trust" shall be substituted herein for 'Company' and the words 'Board of Trustees' for 'Directors' as these other words respectively appear in the Act. For the avoidance of doubt, any reference herein to 'Trustee' or 'Trustees' is to be read as a reference to a member or members of the Board of Trustees, being the directors of the Trust for the purposes of the Act.

MEMBERSHIP

1. The maximum number of Members with which the Trust proposes to be registered is five hundred (500), but the Board of Trustees may from time to time approve an increase in such maximum.

2. The rights and privileges of membership shall not be transferable or transmissible.

3. The power of admitting Members of the Trust shall be exercisable by the Board of Trustees.

4. Subject to the other provisions of these Articles, the following persons are or shall be Members of the Trust:

(a) any person who as at 16 May 2012 held office as a Trustee; and

(b) any other person, upon the invitation of the Board of Trustees given subsequent to said last mentioned date.

5. No person shall after the date referred to in Article 4 become a Member of the Trust unless that person shall have undertaken in writing to be bound by the provisions of the Memorandum of Association and of these Articles and shall have granted such further undertakings and declarations (if any) as shall be required from time to time by the Board of Trustees.

6. A person shall cease to be a Member of the Trust:

(a) upon that person giving to the Secretary or other authorised officer of the Trust seven day's notice in writing of that person's withdrawal from membership;

(b) upon the Board of Trustees, having determined that that person shall cease to be a Member, giving notice in writing to that effect to that person declaring that the Board of Trustees shall not be obliged to ascribe a reason for such determination;

(c) upon that person ceasing to hold office as a Trustee, unless that person shall have accepted an invitation by the Board of Trustees to remain a member of the Trust.

7. Membership is not transferable. A person's membership terminates when that person dies. Termination of a person's membership is without prejudice to the continuation in force of that person's guarantee in terms of the Memorandum of Association.

GENERAL MEETINGS

8. The Trust shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that calendar year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Trust and that of the next.

9. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

10. The Chairman may, whenever he thinks fit, convene an Extraordinary General Meeting; Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act.

11. If at any time there are not within the United Kingdom sufficient members of the Board of Trustees to form a quorum, any member of the Board of Trustees, or any two Members of the Trust may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board of Trustees.

NOTICE OF GENERAL MEETINGS

12. An Annual General Meeting and any meeting called for the passing of a special resolution shall be called by twenty one days notice in writing at least, and a meeting of the Trust other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days notice in writing at the least. Either notice shall be exclusive of the day on which it is given and of the day for which it is given, and shall specify the place, day and hour of the meeting, and in case of special business the general nature of the business, and shall be given to the Members and to the Auditor, in manner hereinafter mentioned or in such other manner as may be prescribed by the Trust in General Meeting. Provided that a meeting of the Trust shall, notwithstanding that it is called by shorter notice than that specified in this 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 the Members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights at that meeting of all the Members.

13. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. All business shall be deemed special business that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting, with exception of the consideration and adoption of the accounts, reports of the Chairman and Auditor, and the election or re-election of members of the Board of Trustees in place of those retiring, and the appointment and remuneration of the Auditor.

15. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, five Members present in person shall be a quorum.

16. 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 Board of Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

17. The Chairman of the Board of Trustees or, failing him, the Vice Chairman shall preside at every General Meeting of the Trust. If at any meeting neither of these be present within fifteen minutes after the time appointed for holding the meeting, the Members shall choose one of the members of the Board of Trustees present to be Chairman of the meeting.

18. 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 in the same manner as in the case of the original meeting. Save as aforesaid, Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. At any General Meeting, a resolution put to the vote of the meeting 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 the chairman or by at least five Members present in person. Unless a poll be so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

20. Except as provided in Article 22, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21. 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 at which the poll is demanded, shall be entitled to a second or casting vote.

22. A poll demanded on the election of a chairman or on a question of adjournment shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

RESOLUTION IN WRITING

23. Subject to the provisions of the Act, a resolution in writing executed by or on behalf of all the Members for the time being entitled to receive notice of and to attended and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held, and may consist of several documents in the like form, each executed by or on behalf of one or more Members.

VOTES OF MEMBERS

24. At General Meetings of the Trust, each Member shall be entitled to one vote. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Trust have been paid.

25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

26. On a poll votes must be given personally.

THE BOARD OF TRUSTEES

27. The entire business of the Trust shall be arranged and managed by the Board of Trustees, which may exercise all such powers of the Trust (including power to borrow money) as are not by the Act or the Articles declared to be exercisable only by the Trust in General Meeting, subject nevertheless to the provisions of the Act and the Articles and to such regulations, being not inconsistent with the aforesaid regulations, as may be prescribed by the Trust in General Meeting, and no such regulations made by the Trust shall invalidate any prior act of the Board of Trustees which would have been valid if such regulation had not been made.

28. Until or unless otherwise determined by the Trust in general meeting, the Board of Trustees shall consist of:

(a) not more than sixteen Trustees appointed by the Trust in general meeting in accordance with Article 30 or appointed as Trustees in accordance with Article 29; and

(b) the Director or Chief Executive of the Trust ex officio during the period of his or her holding office in that capacity.

Provided always that any person who, having been nominated by an external body pursuant to any provision of the Articles of Association in force prior to

the date referred to in Article 4, holds office as a Trustee as at that date shall continue to hold office as a Trustee until the Annual General Meeting to be held next following said date, whereupon such person shall cease to be a Trustee unless that person shall then be reappointed as a Trustee.

29. The Board of Trustees shall have power at any time and from time to time to appoint any person to be a Trustee either to fill a casual vacancy or as an addition to the existing Trustees but so that the total number of Trustees shall not at any time exceed the number fixed in accordance with Article 28. Any Trustees so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election.

30. (a) At the Annual General Meeting to be held in each calendar year, one third (rounded up to the nearest whole number) of the Trustees appointed from time to time by the Trust in general meeting shall retire by rotation. The Trustees to retire by rotation shall be those who have been longest in office since the date of their last appointment. As between Trustees appointed on the same day, those to retire by rotation shall be determined by agreement or in default of agreement by lot. A Trustee retiring by rotation shall be eligible for re-election.

(b) Notwithstanding and without prejudice to the provisions contain in sub paragraph (a) of this Article, a person appointed as a Trustee by the Trust in general meeting shall not serve as a Trustee for more than three years without retiring and offering himself or herself for re-election. The retiral of a Trustee pursuant to this sub paragraph (b) shall be in addition to any Trustee retiring in terms of paragraph (a) of this Article. For the purposes of this sub paragraph (b), the term "year" shall mean the period of time falling between the Annual General Meeting held in one calendar year and the Annual General Meeting held in the next succeeding calendar year.

31. Any member who retires as a Trustee shall be eligible for re-election.

32. The Board of Trustees shall have power, subject to the provisions of the Memorandum of Association, to appoint and remove such paid officers and staff of the Trust as it shall think fit, and also to appoint and remove Solicitors and such other Agents and consult such experts, legal and others, as it may think fit. It shall have full power from time to time to determine the respective duties and powers of the persons so appointed and to fix their respective salaries, fees or remuneration and pension or superannuation arrangement (if any).

HONORARY OFFICERS

33. The Annual General Meeting may elect a President and any number of Vice-Presidents as it may from time to time determine, such offers may be invited at the discretion of the Board of Trustees to officiate at General Meetings of the Trust. The President and any Vice-President shall be elected annually, and or for such other period as may be specified at the time of election, declaring that appointment to the post of President or Vice-President shall not be governed by Article 38(f). The President and any Vice-President of the Trust may be invited to attend meetings of the Board of Trustees but shall not be entitled to vote.

OFFICERS OF THE TRUST

34. With effect from the Annual General Meeting of the Trust held in the year 1989 the Chairman of the Board of Trustees shall be that person elected as Chairman from amongst the Trustees then holding office by a simple majority of the Members present at an Annual General Meeting of the Trust and the Chairman so appointed shall hold office from the date of his appointment until the closure of the third subsequent Annual General Meeting following the Annual General Meeting at which he was appointed, or as provided for in Article 35.

35. In the event of a Chairman appointed in terms of Article 34 retiring as Chairman or ceasing to be a Trustee the Trustees shall appoint one of their number to be Chairman of the Board of Trustees and such person so appointed Chairman shall hold office from the date of appointment until the next succeeding Annual General Meeting when such person shall retire as Chairman but shall be eligible for election in terms of Article 34.

36. The Secretary and the Treasurer of the Trust shall be appointed from time to time by the Board of Trustees from amongst their number or otherwise. At the discretion of the Board of Trustees, these offices may be combined in the one person.

37. The Board of Trustees shall appoint, and from time to time replace, a named person to be responsible for the care and development of the Collection, subject only to the requirement that if such person is not an appropriately qualified and/or experienced professional museum curator and if for the time being the Board of Trustees does not have amongst its number a person with appropriate qualifications and/or experience, the Board of Trustees shall seek to appoint such a person to be its adviser.

DISQUALIFICATION OF MEMBERS OF THE BOARD OF TRUSTEES

38 A person shall forthwith cease to hold office as a Trustee:

(a) upon the Board of Trustees resolving by simple majority that, having regard to any policies (including governance policies) from time to time adopted by the Board of Trustees or any other circumstances considered by the Board of Trustees to be appropriate, the person concerned shall cease to be a Trustee, but only after giving not less than fourteen day's notice of the convening of the meeting of the Board of Trustees at which it is proposed to move the passing of the relevant resolution;

(b) upon the person concerned ceasing to be a member of the Trust;

(c) upon notification being received by the Trust from the person concerned that he or she is resigning from office and such resignation has taken effect in accordance with the terms of such notification;

(d) by the passing of a resolution pursuant to the provisions of section 168 of the Companies Act 2006;

(e) upon the person concerned being disqualified to be a director of a company or the trustee of a charity by virtue of the provisions of any enactment or of any order made pursuant to any enactment;

(f) in the event of the person accepting remuneration in contravention of clause 5 of the Memorandum of Association;

(g) in the case of the Director or Chief Executive of the Trust, upon the person concerned ceasing to hold such office, unless thereupon appointed as a Trustee in that person's own right.

PROCEEDINGS OF THE EXECUTIVE BOARD

39. Meetings of the Board of Trustees shall be held at such times and such places as the Board of Trustees may from time to time direct. The Chairman or any other member of the Board of Trustees may, and the Secretary upon request of the Chairman or any other member shall at any time convene a meeting of the Board of Trustees.

40. The quorum at any meeting of the Board of Trustees shall be five members.

41. Meetings of the Board of Trustees shall be chaired by the Chairman of the Trust or, in his absence, the Vice Chairman or, in the absence of both, by one of the members of the Board of Trustees to be chosen by those present.

42. A member of the Board of Trustees who is not at the material time in the United Kingdom shall not be entitled to receive notice of a meeting of the Board of Trustees.

43. Subject to any express provisions to the contrary contained in these Articles or in any enactment, the Board of Trustees may delegate any of the powers which are conferred upon them by these Articles or by law to such persons or committees, to such an extent and on such terms and conditions as the Board of Trustees may think fit. If the Trustees so specify, any such delegation may authorise further delegation of the powers of the Trustees by any person to whom powers are delegated. The Trustees may revoke any delegation in whole or in part or alter its terms and conditions.

44. All acts bona fide done by the Board of Trustees, or by a Committee or Sub-committee, or by any person or persons acting as a member or members thereof respectively (notwithstanding that it may afterwards be discovered that there was any defect in the appointment of the Board of Trustees, or Committee or Sub-committee, or of any person or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to be members of the Board of Trustees), shall be as valid as if every such person had been duly appointed, and was at the time qualified to be a member of the Board of Trustees or Committee or Sub-committee.

45. The members for the time being of the Board of Trustees may act notwithstanding any vacancy in their body. In the event of such vacancy or vacancies reducing the membership to less than the quorum the remaining members may meet for the sole purposes of inviting any body having the right of nomination of persons to the Board of Trustees and not all of whose nominated places are then filled to nominate a person or persons to fill the relevant vacancy or vacancies or of co-opting sufficient additional members to allow a quorum to meet thereafter.

46. A resolution in writing, signed by all the members of the Board of Trustees for the time being in the United Kingdom, shall be as valid and effectual as if it had been passed at a meeting of the Board of Trustees duly convened and held, and may

consist of several documents in the like form, each signed by one or more of the members of the Board of Trustees.

THE SEAL

47. The Board of Trustees shall provide a Common Seal and shall have full power to use the said Seal in the execution of all or any of the powers hereby vested in it, or otherwise in relation to the business or affairs of the Trust as it in its discretion thinks fit, and any document bearing the Seal of the Trust and purporting to be signed by two members of the Board of Trustees or by one member of the Board of Trustees and the Secretary shall, in the absence of proof to the contrary, be deemed to be executed by the Trust; Provided that nothing in this Article shall prevent the Trust from executing any document in any other manner for the time being recognised by law.

ACCOUNTS AND AUDIT

48. Unless the Trust shall otherwise determine in a General Meeting, the financial year of the Trust shall begin on 1st April and end on 31st March following.

49. The Board of Trustees shall cause proper books of account to be kept with respect to:

- (a) all sums of money received and expended by the Trust and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Trust;
- (c) the property, assets and liabilities of the Trust.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Trust's affairs and to explain its transactions.

50. The books of account of the Trust shall be kept at the Office or, subject to Section 222 of the Act, at such other place or places as the Board of Trustees thinks fit, and shall always be open to the inspection of all Members.

51. Committees of the Board of Trustees shall have the right to fund their own activities under powers and terms of reference that shall be determined from time to time by the Board of Trustees. Proper records of all sums of money received and expended under the terms of reference of the Board of Trustees must be kept and shall always be open to the inspection of the treasurer of the Trust. Such accounts must be kept in a manner that allows transactions to be recorded and incorporated into the financial statements of the Trust as a whole.

52. The Board of Trustees shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Trust in General Meeting such income and expenditure accounts, balance sheets and reports as are referred to in the relevant sections of the Act.

53. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Trust in General Meeting, together with a copy of the Auditor's report, shall not less than twenty one days before the date of the meeting be sent to the Auditor and to every Member.

54. An Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the Act.

55. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Trust shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Trustees shall from time to time determine.

STANDING ORDERS

56. The Board of Trustees shall have power to adopt and issue Standing Orders and/or rules for the use of the premises controlled by the Trust. Such Standing Orders and rules shall come into operation immediately, provided always that they shall be subject to review and shall not be inconsistent with the provisions of the Memorandum and Articles of Association.

MINUTES

57. Correct Minutes of the proceedings of the Trust and of the Board of Trustees and of Committees or Sub-committees of the Board of Trustees shall be taken and shall be kept at the Office by the Secretary or by such other person as the Board of Trustees may from time to time appoint and shall be in such form as the Board of Trustees may direct.

NOTICES

58. All notices to Members may be delivered either personally, or by leaving the same, or by sending them through the post in a prepaid letter, addressed to such Members at their respective registered addresses, and every such notice delivered, left or posted as aforesaid shall be deemed to have been duly served on the day of delivering or leaving the same or, if sent by post, on the day next following the day on which it shall have been posted, and that although the person to whom it shall have been directed never receives the same.

59. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

(a) Every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the trust an address within the United Kingdom for the giving of notices to them; and

(b) the Auditor for the time being of the Trust.

No other person shall be entitled to receive notices of general meetings.

WINDING UP

60. If the Trust shall be wound up the Collection shall be transferred and the assets of the Trust disposed of in accordance with Clause 9 of the Memorandum of Association.

INDEMNITY

61. Subject to the provisions of the Act, every officer or employee of the Trust shall be entitled to be indemnified by the Trust against all costs, losses and expenses which he may incur or become liable for in the execution or discharge of any office held by him in the Trust.