

COMPANY NO. SC113666

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ABERDEEN SCIENCE CENTRE

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The Companies Act 2006
Private Company Limited by Guarantee
ARTICLES OF ASSOCIATION
OF
ABERDEEN SCIENCE CENTRE
(THE “COMPANY”)

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS AND INTERPRETATION

1.1 In the articles, unless the context requires otherwise:

“**Act**” means the Companies Act 2006

“**address**” has the meaning given in section 1148 of the Companies Act 2006;

“**articles**” means the Company’s articles of association;

“**bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;

“**Board**” means the board of directors of the Company from time to time.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in Scotland when banks in Aberdeen are open for business.

“**chairperson**” has the meaning given in article 18;

“**chairperson of the meeting**” has the meaning given in article 36.3;

“**Circulation Date**” in relation to a written resolution, has the meaning given to it in the Act;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

“**director**” means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**electronic form**” has the meaning given in section 1168 of the Act;

“**electronic means**” has the meaning given in section 1168 of the Act;

“**eligible director**” has the meaning given in article 14.3;

“**hard copy form**” has the meaning given in section 1168 of the Act;

“**instrument**” means a document in hard copy form;

“**Local Authority**” means Aberdeen City Council;

“**Member**” has the meaning given in section 112 of the Act;

“ordinary resolution” has the meaning given in section 282 of the Act;

“participate” in relation to a Board meeting, has the meaning given in article 16;

“proxy notice” has the meaning given in article 42.1;

“relevant director” means any person who is or was at any time a director, secretary or other director (except an auditor) of the Company or any undertaking in the same group as the Company;

“special resolution” has the meaning given in section 283 of the Act;

“STEM” is defined in article 2;

“subsidiary” has the meaning given in section 1159 of the Act;

“Term” means a period of four years; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 The relevant model articles (within the meaning of section 20 of the Act) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Act as in force on the date when the articles become binding on the Company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.
- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

2. OBJECT

- 2.1 The object for which the company is established is to stimulate the advancement and public awareness of Science, Technology, Engineering and Mathematics (**STEM**) opportunities in the North East of Scotland by, without limitation, advancing education, the arts, heritage, culture and science.
- 2.2 Nothing in these Articles shall authorise an application of the property of the Company for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

3. POWERS

- 3.1 In pursuance of the object set out in article 2.1, the Company has the power to:
 - 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

- 3.1.2 borrow and raise money in such manner as the Board thinks fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 plan, manage and host events or gatherings;
- 3.1.4 to provide public access to facilities, accommodation, apparatus and other equipment;
- 3.1.5 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.6 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.7 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.8 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the collective opinion of the Board, affect or advance the principal object in any way;
- 3.1.9 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 to take out such insurance policies as are necessary to protect the Company in accordance with article 53 or otherwise.
- 3.1.12 provide and assist in the provision of money, materials or other help;.
- 3.1.13 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.14 incorporate subsidiary companies to carry on any trade; and
- 3.1.15 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of the object set out in article 2.

4. APPLICATION OF INCOME AND PROPERTY

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's object.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, director or servant of the Company for any services rendered to the Company;

- 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
- 4.2.3 may receive payment under an indemnity from the Company in the circumstances set out in article 52;
- 4.2.4 reasonable and proper rent for premises demised or let by any Member or director; or
- 4.2.5 reasonable out-of-pocket expenses properly incurred by any director.

5. WINDING UP

- 5.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Board at or before the time of winding up or dissolution.

6. LIABILITY OF MEMBERS

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
 - 6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
 - 6.1.2 payment of the costs, charges and expenses of winding up; and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. DIRECTORS' GENERAL AUTHORITY

- 7.1 Subject to the articles, the Board is responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. CONSTITUTION OF THE BOARD

- 8.1 There shall be no more than twelve directors on the Board from time to time.
- 8.2 The Local Authority shall be empowered to appoint one director to the board.
- 8.3 The Board shall be comprised of natural, and not juridical, persons.

9. POWER TO CHANGE THE COMPANY'S NAME

- 9.1 The Board may, from time to time, change the name of the Company, having first obtained consent from OSCR.

10. MEMBERS' RESERVE POWER

- 10.1 The Members may, by special resolution, direct the Board to take, or refrain from taking, specified action.
- 10.2 No such special resolution invalidates anything which the Board has done before the passing of the resolution.

11. DIRECTORS MAY DELEGATE

- 11.1 Subject to the articles, the Board may delegate any of the powers which are conferred on them under the articles:

- 11.1.1 to such person or committee;
- 11.1.2 by such means (including by power of attorney);
- 11.1.3 to such an extent;
- 11.1.4 in relation to such matters or territories; and
- 11.1.5 on such terms and conditions

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

- 11.2 If the Board so specifies, any such delegation may authorise further delegation of the Board powers by any person to whom they are delegated.
- 11.3 The Board may revoke any delegation in whole or part or alter its terms and conditions.

12. COMMITTEES

- 12.1 Committees to which the Board delegates any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by the Board.
- 12.2 For the avoidance of doubt, a member of a committee need not be a director.
- 12.3 The Board may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

13. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 13.1 The general rule about decision-making by the Board is that any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with article 14.
- 13.2 The Board may take decisions by majority with the chairperson having the casting vote; or unanimously, outside of a meeting, by any means by which they can indicate they share a common view on a matter which, for the avoidance of doubt, can be by way of written resolution or an email.

14. UNANIMOUS DECISIONS

- 14.1 A decision of the Board is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 14.2 Such a decision may take the form of a resolution in writing signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 14.3 References in the articles to “**eligible directors**” are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting (but excluding any director whose vote is not to be counted in respect of that particular matter).
- 14.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

15. CALLING A BOARD MEETING

- 15.1 Any director may call a Board meeting by giving notice of the meeting to the Board or by authorising the Company secretary (if any) to give such notice.
- 15.2 Notice of any Board meeting must indicate:
 - 15.2.1 its proposed date and time being not less than two clear Business Days from notice of the meeting;
 - 15.2.2 where it is to take place; and
 - 15.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.3 Notice of a Board meeting need not be in writing and must be given to each director provided that, if a director is absent (whether habitually or temporarily) from the United Kingdom, the Company has an address for the director for sending or receiving documents or information by electronic means to or from the director outside the United Kingdom.
- 15.4 Notice of a Board meeting need not be given to Board who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

16. PARTICIPATION IN BOARD MEETINGS

- 16.1 Subject to the articles, the directors may participate in a Board meeting, or part of a Board meeting, when:
 - 16.1.1 the meeting has been called and takes place in accordance with the articles, and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether directors are participating in a Board meeting, it is irrelevant where any director is or how they communicate with each other.
- 16.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. QUORUM FOR BOARD MEETINGS

- 17.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Board meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is four provided that, for the purposes of any meeting held pursuant to article 21.3 to authorise a director's conflict, if there are three directors or less, besides the director concerned and directors with a similar interest, the quorum shall be equivalent to the amount of non-interested directors present (being three directors or less).
- 17.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 17.3.1 to appoint further directors, or
- 17.3.2 to call a general meeting so as to enable the Members to appoint further directors.

18. CHAIRING OF BOARD MEETINGS

- 18.1 The directors may appoint a director to chair their meetings.
- 18.2 The person so appointed for the time being is known as the chairperson.
- 18.3 The directors may terminate the chairperson's appointment at any time.
- 18.4 If no director has been appointed chairperson, or the chairperson is unwilling to chair the meeting or is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

19. CASTING VOTE

- 19.1 If the numbers of votes validly cast for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote.
- 19.2 But this does not apply if, in accordance with the articles, the chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. DIRECTORS' INTERESTS IN TRANSACTIONS AND VOTING

- 20.1 Without prejudice to such disclosure as is required under section 177 or section 182 of the Act, a director may be a party to, or otherwise interested in, any transaction or arrangement with the Company. Subject to the terms of any authorisation made under article 21, no director shall:
- 20.1.1 by reason of their office be accountable to the Company for any benefit which they derive from any interest in any transaction or arrangement with the Company, and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such benefit;
- 20.1.2 be in breach of their duties as a director by reason only of them excluding themselves from the receipt of information, or from taking part in any decision-making or discussion (whether at Board meetings or otherwise), that will or may relate to any interest they may have in any such transaction or arrangement; or
- 20.1.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by them in connection with any such transaction or

arrangement if their doing so would result in a breach of a duty or an obligation of confidence owed by them in that connection.

- 20.2 The general rule is that a director shall be entitled for quorum and voting purposes to participate in the decision-making process on any resolution concerning a matter in which they have, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the Company, but this article shall not absolve them of any duty they may have pursuant to section 175 of the Act and is without prejudice to the operation of article 21 and subject to the terms of any authorisation made under it.
- 20.3 Subject to article 20.4, if a question arises at a Board meeting or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson, whose ruling in relation to any director other than the chairperson is to be final and conclusive.
- 20.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

21. DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

- 21.1 Provided that the director has duly disclosed the nature and extent of their material interest, said director may, notwithstanding their office or that, without the authorisation conferred by this article 21.1, they would or might be in breach of their duty under section 175 of the Act to avoid conflicts of interest:
- 21.1.1 be interested in shares or other securities issued by the Company or by any group undertaking, or by any other undertaking promoted by the Company or any group undertaking, or in which the Company or any group undertaking is otherwise interested;
 - 21.1.2 be party to, or otherwise interested in, any transaction or arrangement with any group undertaking or any such other undertaking;
 - 21.1.3 be a director or other director of, or employed by, or owe any duty to, any group undertaking or any such other undertaking; or
 - 21.1.4 otherwise be interested in any group undertaking or any such other undertaking.
- 21.2 No director shall:
- 21.2.1 by reason of their office be accountable to the Company for any benefit which they derive from any office or employment, or by virtue of any interest, participation or duty, that they are authorised under article 21.1 to have (and no such benefit shall constitute a breach of the duty under the Act not to accept benefits from third parties, and no transaction or arrangement shall be liable to be avoided on the ground of any such benefit);
 - 21.2.2 be in breach of their duties as a director by reason only of their excluding themselves from the receipt of information, or from taking part in any decision-making or discussion (whether at Board meetings or otherwise), that will or may relate to any such office, employment, interest, participation or duty; or
 - 21.2.3 be required to disclose to the Company, or use in relation to the Company's affairs, any confidential information obtained by them in connection with any such office,

employment, interest, participation or duty if their doing so would result in a breach of a duty or an obligation of confidence owed by them in that connection.

21.3 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching their duty under section 175 of the Act to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

21.3.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

- (a) shall not be counted for quorum purposes as taking part in the decision-making process while the conflict is under consideration;
- (b) may, if the other directors so decide, be excluded from taking part in the decision-making process while the conflict is under consideration; and
- (c) shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if their vote had not been counted; and

21.3.2 where the directors give authority in relation to such a conflict:

- (a) they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned as they may determine, including, without limitation, the exclusion of the director from the receipt of information or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the matter giving rise to the conflict;
- (b) the director concerned will be obliged to conduct themselves in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of their duties as a director by reason of their doing so;
- (c) the authority may provide that, where the director concerned obtains (otherwise than by virtue of their position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- (d) the authority may also provide that the director concerned shall not be accountable to the Company for any benefit that they receive as a result of the matter giving rise to the conflict;
- (e) the receipt by the director concerned of any remuneration or benefit as a result of the matter giving rise to the conflict shall not constitute a breach of the duty under the Act not to accept benefits from third parties;
- (f) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and

- (g) the directors may withdraw such authority at any time.

22. RECORDS OF DECISIONS TO BE KEPT

- 22.1 The directors must ensure that the Company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Board.

23. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 23.1 Subject to the articles, the Board may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

24. METHODS OF APPOINTING AND REMOVING DIRECTORS

- 24.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- 24.1.1 by ordinary resolution, or
 - 24.1.2 by a decision of the Board,
- provided that no person who is not a Member of the Company shall be eligible to be a director.
- 24.2 If the Company has no directors and, by virtue of death or bankruptcy, no Member is capable of acting, the transmittee of the last Member to have died or to have had a bankruptcy order made against them have the right, by notice in writing, to appoint a person to be a director.
- 24.3 For the purposes of article 24.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
- 24.4 Any person may hold office of director of the Company for a maximum of two Terms and directors must be re-appointed in accordance with article 24.1 at the end of the first Term they serve (if they wish to continue serving on the Board).
- 24.5 No director shall serve for more than eight consecutive years, unless the Board considers that it would be in the best interests of the Company for a particular director to continue to serve beyond that period and that director is reappointed in accordance with article 24.1.
- 24.6 If a director is required to retire at an annual general meeting by a provision of the articles, the retirement shall take effect upon the conclusion of the meeting.

25. TERMINATION OF DIRECTOR'S APPOINTMENT

- 25.1 A person ceases to be a director as soon as:
- 25.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 25.1.2 a bankruptcy order is made against that person;
 - 25.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 25.1.4 they become, in the opinion of all their co-directors, physically or mentally incapable of discharging their duties as a director;
- 25.1.5 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 25.1.6 they are otherwise duly removed from office; or
- 25.1.7 if they cease to be a Member in accordance with article 32.

26. DIRECTORS' REMUNERATION

- 26.1 Directors may undertake any services for the Company that the directors decide.
- 26.2 Directors are entitled to such remuneration as the directors determine:
 - 26.2.1 for their services to the Company as directors, and
 - 26.2.2 for any other service which they undertake for the Company.
- 26.3 Subject to the articles, a director's remuneration may:
 - 26.3.1 take any form, and
 - 26.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 26.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

27. DIRECTORS' EXPENSES

- 27.1 The Company may pay any reasonable expenses which the directors (and any alternate directors or Company secretary) properly incur in connection with their attendance at:
 - 27.1.1 meetings of the Board or committees of directors,
 - 27.1.2 general meetings, or
 - 27.1.3 separate meetings of the holders of debentures of the Company,
 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

28. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 28.1 Any director may appoint as an alternate any other director, or any other person, to:
 - 28.1.1 exercise that director's powers; and
 - 28.1.2 carry out that director's responsibilities,
 in relation to the taking of decisions by the Board, in the absence of the alternate's appointor.
- 28.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the Company signed by their appointor, or in any other manner approved by the Board.

29. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

29.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

29.2 Except as the articles specify otherwise, alternate directors:

29.2.1 are deemed for all purposes to be directors;

29.2.2 are liable for their own acts and omissions;

29.2.3 are subject to the same restrictions as their appointors; and

29.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of the Board and of all meetings of committees of directors of which their appointor is a Member.

29.3 A person who is an alternate is entitled, in the absence of their appointor, to form part of the quorum and vote as alternate (in addition to their own vote if they are a director and to any other vote they may have as alternate for another appointor) in any decision-making of the Board, but:

29.3.1 only if their appointor is an eligible director in relation to that decision;

29.3.2 not if they, as directors themselves, would not be so eligible; and

29.3.3 they shall not count as more than one director for the purposes of determining whether there is a quorum, whether in relation to a meeting of the Board or a unanimous decision.

29.4 Where an alternate participates in a unanimous decision it is not necessary for their appointor also to participate in it.

29.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

30. TERMINATION OF ALTERNATE DIRECTORSHIP

30.1 An alternate director's appointment as an alternate terminates:

30.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

30.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

30.1.3 on the death of the alternate's appointor;

30.1.4 when the alternate's appointor's appointment as a director terminates; or

30.1.5 when the alternate is removed in accordance with the articles.

PART 3 MEMBERS

BECOMING AND CEASING TO BE A MEMBER

31. APPLICATIONS FOR MEMBERSHIP

- 31.1 No person shall become a Member of the Company unless:
- 31.1.1 that person has completed an application for membership in a form approved by the Board, and the Board has approved the application; or
 - 31.1.2 the Board invites that person to become a Member and that person indicates their willingness and agreement, either verbally or in writing, to become a Member of the Company.
- 31.2 The Board may, in its absolute discretion, accept or decline to accept any application and need not give reasons for doing so.
- 31.3 Membership is not transferable.
- 31.4 The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 31.5 The Directors may establish different classes of Membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members, but shall not be obliged to accept any person fulfilling those criteria as a member.

32. TERMINATION OF MEMBERSHIP

- 32.1 A Member may resign from membership of the Company by giving seven days' notice to the Company in writing unless such resignation would cause the Company to have fewer than three Members.
- 32.2 A person's membership terminates when that person dies or ceases to exist.
- 32.3 the Member is removed from membership by a resolution of the Board that it is in the best interests of the Company that the membership is terminated. Such a resolution may not be passed unless:
- 32.3.1 the Member has been given at least 14 clear days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it will be proposed; and
 - 32.3.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Board must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration. There shall be no right of appeal from a decision of the Board to terminate the membership of a Member, provided that a Member removed from membership by such a resolution shall remain liable to pay to the Company any subscription or other sum owed by them and shall not be entitled to a refund of any such subscription or other sum paid by them to the Company.

PART 4
DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

33. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 33.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 33.2 A person is able to exercise the right to vote at a general meeting when:
- 33.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 33.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 33.3 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 33.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 33.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

34. ANNUAL GENERAL MEETINGS

- 34.1 The Company shall hold an annual general meeting each year with not more than 15 months elapsing between successive annual general meetings.
- 34.2 Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and place as the Directors shall think fit.
- 34.3 The business at an annual general meeting shall include:
- 34.3.1 the consideration of the accounts, balance sheets, reports of the Directors and auditors;
- 34.3.2 the retirement, appointment or re-appointment of Directors in accordance with Article 24 and Article 25; and
- 34.3.3 the appointment of the auditors.

35. QUORUM FOR GENERAL MEETINGS

- 35.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 35.2 The quorum for Board meetings may be fixed from time to time by a decision of the Board and, unless otherwise fixed, it is two.

36. CHAIRING GENERAL MEETINGS

- 36.1 If the directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.
- 36.2 If the directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 36.2.1 the directors present, or
 - 36.2.2 (if no directors are present), the meeting,
- must appoint a director or Member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.
- 36.3 The person chairing a meeting in accordance with this article is referred to as “the chairperson of the meeting”.

37. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 37.1 Directors may attend and speak at general meetings.
- 37.2 The chairperson of the meeting may permit other persons who are not:
- 37.2.1 Members, or
 - 37.2.2 otherwise entitled to exercise the rights of Members in relation to general meetings,
- to attend and speak at a general meeting.

38. ADJOURNMENT

- 38.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the Members, the meeting shall be dissolved and, in any other case, the chairperson of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the Members present shall constitute a quorum.
- 38.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- 38.2.1 the meeting consents to an adjournment, or
 - 38.2.2 it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 38.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 38.4 When adjourning a general meeting, the chairperson of the meeting must:
- 38.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 38.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 38.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- 38.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 38.5.2 containing the same information which such notice is required to contain.
- 38.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

39. VOTING: GENERAL

- 39.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

40. ERRORS AND DISPUTES

- 40.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 40.2 Any such objection must be referred to the chairperson of the meeting, whose decision is final.

41. POLL VOTES

- 41.1 A poll on a resolution may be demanded:
 - 41.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 41.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.2 A poll on a resolution may be demanded by:
 - 41.2.1 the chairperson of the meeting;
 - 41.2.2 the directors;
 - 41.2.3 any qualifying person (as defined in section 318 of the Act) present and entitled to vote on the resolution.
- 41.3 A demand for a poll may be withdrawn if:
 - 41.3.1 the poll has not yet been taken, and
 - 41.3.2 the chairperson of the meeting consents to the withdrawal.

A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 41.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

42. CONTENT OF PROXY NOTICES

- 42.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:
 - 42.1.1 states the name and address of the Member appointing the proxy;
 - 42.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

- 42.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
- 42.1.4 is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the Board at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 42.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 42.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:
 - 42.4.1 has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it, or
 - 42.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution
 the proxy is entitled to one vote for and one vote against the resolution.
- 42.5 Unless a proxy notice indicates otherwise, it must be treated as:
 - 42.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 42.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

43. DELIVERY OF PROXY NOTICES

- 43.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 43.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 43.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 43.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

44. AMENDMENTS TO RESOLUTIONS

- 44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 44.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
 - 44.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 44.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 44.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 44.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

45. WRITTEN RESOLUTIONS

- 45.1 Subject to Article 45.5, a written resolution of the Members passed in accordance with this Article 45 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 45.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 45.1.2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 45.2 Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 45.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 45.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 45.5 A Members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 45.6 A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

- 45.6.1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it; and
- 45.6.2 if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 45.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it. In the case of a Member that is an organisation, its authorised representative may signify its agreement. Articles of association for a charitable company A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 45.8 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.
- 45.9 The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act

PART 5

ADMINISTRATIVE ARRANGEMENTS

46. MEANS OF COMMUNICATION TO BE USED

- 46.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 46.2 Except insofar as the Companies Acts require otherwise, the Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the Board thinks fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 46.3 A Member whose registered address is not within the United Kingdom and who notifies the Company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to them shall be entitled to have such things served on or delivered to them at that address (in the manner referred to above), but otherwise no such Member shall be entitled to receive any notice, document or other information from the Company. If the address is that Member's address for sending or receiving documents or information by electronic means the Board may at any time without prior notice (and whether or not the Company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 46.4 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 46.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

47. INFORMATION SENT BY THE COMPANY

47.1 Any document or information sent or supplied by the Company shall (subject to article 46.5) be deemed to have been received by the intended recipient:

- 47.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 47.1.2 where (without prejudice to article 46.3) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 47.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
- 47.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent;
- 47.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

48. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

48.1 Except as provided by law, authorised by the Board or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

49. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

49.1 The Board may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

50. SECRETARY

50.1 Subject to the Act, the Board may appoint a Company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Board may think fit; and any Company secretary (or joint secretary) so appointed may be removed by the Board. The Board may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.

51. TREASURER

- 51.1 The Board may appoint a Treasurer of the Company for such term, at such remuneration and upon such conditions as the Board may think fit; and any Treasurer so appointed may be removed by the Board.

DIRECTORS' INDEMNITY AND INSURANCE

52. INDEMNITY

- 52.1 Subject to article 52.2 (but without prejudice to any indemnity which a relevant director is otherwise entitled):

52.1.1 a relevant director may be indemnified out of the Company's assets to whatever extent the Board may determine against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any undertaking in the same group as the Company;
- (b) any liability incurred by that director in connection with the activities of the Company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
- (c) any other liability incurred by that director as an director of the Company or any undertaking in the same group as the Company; and

52.1.2 the Company may, to whatever extent the Board may determine, provide funds to meet expenditure incurred or to be incurred by a relevant director in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or any undertaking in the same group as the Company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant director to avoid incurring such expenditure.

- 52.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

53. INSURANCE

- 53.1 The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

53.2 In this article, a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any undertaking in the same group as the Company or any pension fund or employees' share scheme of the Company or any undertaking in the same group as the Company.

Signed 

Date 

ABERDEEN SCIENCE CENTRE

MEETING TITLE: ANNUAL GENERAL MEETING

MEETING DATE: 6 December 2022

PRESENT: Sandy Morton [Chairperson], Frank Fowlie, Susan Duthie, Dell Henrickson, Laurence Findlay

APOLOGIES: John Raine, Robin Davies, Kathryn Conlon, Brian Henderson, Alex Spencer, Zoe Ogilvie

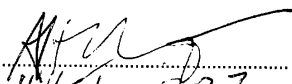
IN ATTENDANCE: Bryan Snelling, Elaine Holland

Notes taken by Karen McDonald

NO.	AGENDA ITEM		ACTION/DECISIONS	BY WHOM	WHEN
1.	Notice & Proxies	The Chairperson declared that notice of the meeting had been given to all the Directors, a quorum was present and the meeting was duly convened in accordance with the Company's Articles of Association. One Proxy form had been received. Chairperson expressed Intention for all Directors to be members. All present agreed to become members.	All present agreed to be members.		
2.	Adoption of New Articles of Association	Articles of Association were reviewed earlier in the year, all notified of main changes. Have moved Articles into new standard format. All agreed to adopt Articles of Association.	Directors have approved the format of the Articles and were adopted.		
3.	To receive and adopt the directors' report and accounts of the Company for the year ended 31 March 2022	Report and accounts had been circulated prior to AGM. All agreed to adopt.	All agreed to adopt.		
4.	Resignation/Appointment of Directors/Members	Proposing Laurence Findlay to join board as Director/Member. Zoe Ogilvie also invited to attend the board as consultant at this stage.	Both appointments agreed.		
5.	Hall Morrice LLP be appointed as auditors for the company with immediate effect to 31 March 2024	Appointment of auditors agreed.	Appointment of auditors agreed.		
6.	AOCB	Nil.			

Signed

Date


16th January 2023