

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

WORLDWIDE CANCER RESEARCH

(registered number SC152991)

(as adopted by Special Resolution passed on 8 December 2016)



Thorntons 

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES of ASSOCIATION

WORLDWIDE CANCER RESEARCH

(the "**Company**")

1. **Interpretation**

1.1 In these articles of association, unless the context requires otherwise:-

"**Act**" means the Companies Act 2006;

"**Charity**" means a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2006, providing (in either case) that its objects are limited to Charitable Purposes;

"**Charitable Purpose**" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

"**Electronic Form**" has the meaning given in section 1168 of the Act;

"**Intellectual Property**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Intellectual Property Rights**" means all Intellectual Property used or required to be used by the Company;

"**Know-How**" means all information (not at present in the public domain) owned by the Company or used, or required to be used, by the Company in, or in connection with, the Charitable Purpose held in any form (including, without limitation, that comprised in or derived from computer programs, software and databases, data, precedents and indexes);

"**OSCR**" means the Office of the Scottish Charity Regulator;

"**Subsidiary**" has the meaning given in section 1159 of the Act; and

"**Trustee**" means a director of the Company as appointed to the board of directors of the Company from time to time.

1.2 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.

2. Constitution of Company

The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of the Company.

3. Objects

- 3.1 The Company's objects are the promotion, conduct and support of research into the causes, prevention, treatment and cure of cancer and associated conditions and the promotion of the publication of useful results relating to such research.
- 3.2 The Company's objects are restricted to those set out in article 3.1 (but subject to article 3.3).
- 3.3 The Company may (subject to first obtaining the consent of OSCR) add to, remove or alter the statement of the Company's objects in article 3.1; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

4. Powers

- 4.1 In pursuance of the objects listed in article 3.1 (but not otherwise), the Company shall have the following powers:
 - 4.1.1 To liaise with any public authority or government department on matters affecting cancer research, and to promote, monitor, support or oppose any legislation (or amendment of existing legislation) affecting cancer research and the objects of the Company.
 - 4.1.2 To prepare and submit evidence to any government commission, committee or department, and to any public or private body dealing with any aspects of cancer research.
 - 4.1.3 To promote, organise and participate in conferences, seminars and meetings, national or international, inside or outside the United Kingdom, in order to study and discuss any aspects of cancer research.
 - 4.1.4 To:
 - 4.1.4.1 monitor progress of cancer research in other countries; and
 - 4.1.4.2 co-operate with organisations with similar aims and purposes, and with appropriate international agencies.
 - 4.1.5 To print, publish and distribute or cause to be printed or published and distributed in any medium, any relevant periodicals, books, reports, articles, leaflets, films or other like material.
 - 4.1.6 To enter into any arrangement with any institution, corporation, company, association, firm or person, or with any Government or public authority, and to obtain any rights or privileges which may be necessary to attain the objects of the Company.
 - 4.1.7 Collect funds and promote or procure (by whatever means deemed appropriate) subsidies, subscriptions, gifts, benefactions, donations, devises

and bequests of any real or personal property from public and private bodies and persons.

- 4.1.8 To apply for, petition for, or promote any relevant Royal Charter, Act or Parliament or other authority.
- 4.1.9 To establish, subsidise, or subscribe to any charitable institutions, associations, clubs or funds calculated to be for the benefit of, or to advance the interest and well-being of the Company.
- 4.1.10 To transfer all or any part of the undertaking, assets and liabilities of the Company to, or amalgamate with, any other charitable institution, company or association which has charitable objects similar in whole or in part to those of the Company. Any such institution, company, or association must be prohibited from the payment of dividend bonus or profit to its members at least to as great an extent as such payment is prohibited to members of the Company.
- 4.1.11 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, and other negotiable or transferrable instruments.
- 4.1.12 To carry on any other activities which further any of the above objects.
- 4.1.13 To promote companies whose activities may further one or more of the above objects, or may generate income to support the activities of the Company, acquire and hold shares in such companies and carry out, in relation to any such company which is a Subsidiary of the Company, all such functions as may be associated with a holding company.
- 4.1.14 To acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for the Company's activities.
- 4.1.15 To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Company's activities.
- 4.1.16 To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Company.
- 4.1.17 To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Company.
- 4.1.18 To lend money and give credit (with or without security) and to grant guarantees and issue indemnities.
- 4.1.19 To borrow money, and to give security in support of any such borrowings by the Company, in support of any obligations undertaken by the Company or in support of any guarantee issued by the Company.
- 4.1.20 To employ such staff as are considered appropriate for the proper conduct of the Company's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- 4.1.21 To engage such consultants and advisers as are considered appropriate from time to time.

- 4.1.22 To effect insurance of all kinds (which may include officers' liability insurance).
- 4.1.23 To invest any funds which are not immediately required for the Company's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- 4.1.24 To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Company's objects.
- 4.1.25 To establish and/or support any other charity, and to make donations for any Charitable Purpose falling within the Company's objects.
- 4.1.26 To take such steps as may be deemed appropriate for the purpose of raising funds for the Company's activities.
- 4.1.27 To engage the services of marketing or related specialists and to invest in schemes and related programmes promoted by them to increase the Company's fundraising and to build upon its brand.
- 4.1.28 To apply for, solicit and accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- 4.1.29 To oppose, or object to, any application or proceedings which may prejudice the Company's interests.
- 4.1.30 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the company, and to enter into any arrangement for co-operation or mutual assistance with any charity.
- 4.1.31 To take such steps as may be deemed appropriate to commercialise, hold, protect and maintain the Intellectual Property Rights and assets of the Company including licensing or transferring title to such rights or assets to third parties for the benefit of the Company in the pursuit of its Charitable Purpose.
- 4.1.32 To do anything which may be incidental or conducive to the furtherance of any of the Company's objects.

5. Restrictions on use of the Company's assets

- 5.1 The income and property of the Company shall be applied solely towards promoting the Company's objects.
- 5.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, whether by way of dividend, bonus or otherwise.
- 5.3 No Trustee of the Company shall be appointed as a paid employee of the Company; no Trustee shall hold any office under the Company for which a salary or fee is payable.
- 5.4 No benefit (whether in money or in kind) shall be given by the Company to any Trustee except: (i) repayment of out-of-pocket expenses; or (ii) reasonable payment

in return for particular services (not being of a management nature) actually rendered to the Company.

6. Liability of Members

6.1 Each member undertakes that if the Company is wound up while he/she is a member (or within one year after he/she ceases to be a member), he/she will contribute - up to a maximum of £1 - to the assets of the Company, to be applied towards:

6.1.1 payment of the Company's debts and liabilities contracted before he/she 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.

7. General Structure

The structure of the Company consists of:-

7.1 the MEMBERS - who have the right to attend the annual general meeting (and any extraordinary general meeting) and have important powers under the articles of association and the Act; in particular, the members elect people to serve as Trustees and take decisions in relation to changes to the articles themselves; and

7.2 the TRUSTEES - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the Company; in particular, the Trustees are responsible for monitoring the financial position of the Company.

8. Qualifications for Membership

8.1 The members of the Company shall consist of the subscribers to the memorandum of association and such other persons as are admitted to membership under articles 8, 9 and 10.

8.2 Membership shall be open to any individual (aged 18 or over) or incorporated or unincorporated body.

8.3 Employees of the Company shall not be eligible for membership; a person who becomes an employee of the Company after admission to membership shall automatically cease to be a member.

9. Application for Membership

9.1 Any person who wishes to become a member must sign, and lodge with the Company, a written application for membership.

9.2 The Trustees may, at their discretion, refuse to admit any person to membership.

9.3 The Trustees shall consider each application for membership at the first Trustees' meeting which is held after receipt of the application; the Trustees shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.

9.4 Any person who is admitted as a member shall also serve as a Trustee of the Company.

10. Membership Subscription

No membership subscription shall be payable.

11. Register of Members

The Trustees shall maintain a register of members, setting out the full name and address of each member, the date on which he/she was admitted to membership, and the date on which any person ceased to be a member.

12. Withdrawal from Membership

Any person who wishes to withdraw from membership shall sign, and lodge with the Company, a written notice to that effect; on receipt of the notice by the Company, he/she shall cease to be a member.

13. Expulsion from Membership

Any person may be expelled from membership by special resolution (see article 17), providing the following procedures have been observed:

- 13.1 at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion;
- 13.2 the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

14. Termination/Transfer

- 14.1 Membership shall cease on death.
- 14.2 Membership shall cease automatically if the member in question ceases to be a Trustee of the Company for any reason.
- 14.3 A member may not transfer his/her membership to any other person.

15. General Meetings (Meetings of Members)

- 15.1 The Trustees shall undertake reasonable endeavours to convene an annual general meeting in each year, it being understood that only in extraordinary circumstances might the Company not have an annual general meeting and if for any reason one is not held within this timescale all reasonable endeavours shall be undertaken to hold any outstanding general meeting as soon as possible.
- 15.2 Not more than 18 months shall elapse between one annual general meeting and the next.
- 15.3 The business of each annual general meeting shall include:-
 - 15.3.1 a report by the chair on the activities of the Company;
 - 15.3.2 consideration of the annual accounts of the Company;
 - 15.3.3 the election/re-election of Trustees (as referred to in article 22) and the chair (if necessary) and office bearers (as referred to in article 25).

- 15.4 The Trustees may convene an extraordinary general meeting at any time.
- 15.5 The Trustees must convene an extraordinary general meeting if there is a valid requisition by members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act).

16. Notice of General Meetings

- 16.1 At least 14 clear days' notice must be given of an annual general meeting or extraordinary general meeting.
- 16.2 The reference to "clear days" in article 16.1 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted (or, in the case of a notice sent by electronic means, the day after it was sent), and also the day of the meeting, should be excluded.
- 16.3 A notice calling a meeting shall specify the time and place of the meeting; it shall: (a) indicate the general nature of the business to be dealt with at the meeting; and (b) if a special resolution (see article 17) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
- 16.4 A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called an extraordinary general meeting.
- 16.5 Notice of every general meeting shall be given:
- 16.5.1 in hard copy form;
- 16.5.2 in writing or, (where the individual to whom notice is given has notified the Company of an address to be used for the purpose of electronic communication) in Electronic Form; or
- 16.5.3 (subject to the Company notifying members of the presence of the notice on the website, and complying with the other requirements of section 309 of the Act) by means of a website.
- 16.6 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 at that meeting.

17. Special Resolutions and Ordinary Resolutions

- 17.1 For the purposes of these articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with article 16; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
- 17.2 In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the Company, by special resolution:
- 17.2.1 to alter its name;

- 17.2.2 to alter any provision of these articles or adopt new articles of association.
- 17.3 For the purposes of these articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at an annual general meeting or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with article 16.
18. **Procedure at General Meetings**
- 18.1 No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be three individuals entitled to vote (each being a member or a proxy for a member).
- 18.2 If a quorum is not present within 30 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
- 18.3 The chair of the Company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the Trustees present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
- 18.4 The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine. No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.
- 18.5 Every member shall have one vote, which (whether on a show of hands or on a secret ballot) may be given either personally or by proxy.
- 18.6 Any member who wishes to appoint a proxy to vote on his/her behalf at any meeting (or adjourned meeting):
- 18.6.1 shall lodge with the Company, at the Company's registered office, a written instrument of proxy (in such form as the Trustees require), signed by him/her; or
- 18.6.2 shall send by electronic means to the Company, at such electronic address as may have been notified to the members by the Company for that purpose, an instrument of proxy (in such form as the Trustees require),
- providing (in either case), the instrument of proxy is received by the Company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).
- 18.7 An instrument of proxy which does not conform with the provisions of article 18.6, or which is not lodged or sent in accordance with such provisions, shall be invalid.
- 18.8 A member shall not be entitled to appoint more than one proxy to attend on the same occasion.

- 18.9 A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed him/her to speak at the meeting and need not be a member of the Company.
- 18.10 A vote given, or ballot demanded, by proxy shall be valid notwithstanding that the authority of the person voting or demanding a ballot had terminated prior to the giving of such vote or demanding of such ballot, unless notice of such termination was received by the Company at the Company's registered office (or, where sent by electronic means, was received by the Company at the address notified by the Company to the members for the purpose of electronic communications) before the commencement of the meeting or adjourned meeting at which the vote was given or the ballot demanded.
- 18.11 If there are an equal number of votes for and against any resolution, the chairperson of the meeting shall not be entitled to a casting vote.
- 18.12 A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two persons present in person at the meeting and entitled to vote (whether as members or proxies for members)); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 18.13 If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

19. **Written Resolutions**

- 19.1 A written resolution can be passed by the members (having been proposed by either the Members or the Trustees in accordance with the procedures detailed in Chapter 2 of Part 13 of the Act) and will have effect as if passed by the members in general meeting; a written resolution is passed when the required majority of eligible members have signified their agreement to it by sending to the Company (in hard copy or electronic form) an authenticated document which identifies the resolution to which it relates and which indicates the member's agreement to it (which agreement cannot thereafter be revoked).
- 19.2 For the purposes of the preceding article:-
- 19.2.1 the reference to "**eligible members**" is to those members who would have been entitled to vote on the resolution on the circulation date of the resolution (which is either (a) the date on which copies of the written resolution are sent or submitted to the members in accordance with the procedures detailed in Chapter 2 of Part 13 of the Act; or (b) if copies are sent or submitted to members on different days, the first of those dates);
- 19.2.2 the reference to "**required majority**" is to the majority required to pass an ordinary or a special resolution under the Act, as follows:-
- 19.2.2.1 in order to pass an ordinary resolution by way of written resolution, it must be passed (in accordance with article 23.1) by members representing a simple majority of the total voting rights of eligible members;
- 19.2.2.2 in order to pass a special resolution by way of written resolution, it must be passed (in accordance with article 24.1) by members

representing not less than 75% of the total voting rights of eligible members and the resolution must specifically state that it was proposed as a special resolution.

19.3 For the avoidance of doubt, a resolution to remove a Trustee (under section 168 of the Act) or a resolution to remove an auditor (under section 510 of the Act) cannot be proposed as a written resolution under article 24.1.

19.4 For the purposes of article 24.1, a proposed written resolution will lapse if it is not passed before the end of a period of 28 days beginning with the circulation date (as defined in article 24.2), and the agreement of any member to a written resolution will be ineffective if signified after the expiry of that period.

20. Maximum Number of Trustees

The maximum number of Trustees shall be 12.

21. Eligibility of Trustees

A person shall not be eligible for election/appointment as a Trustee unless he/she is a member of the Company.

22. Election, retiral and re-election of Trustees

22.1 At each annual general meeting, the members may (subject to articles 22.3 and 22.4) elect any member (providing he/she is willing to act) to be a Trustee.

22.2 The Trustees may at any time appoint any member (providing he/she is willing to act) to be a Trustee (subject to articles 22.3 and 22.4).

22.3 At each annual general meeting, all of the Trustees who have served a term of three years shall retire from office - but shall then be eligible for re-election subject to the terms of article 22.4.

22.4 Each Trustee may hold office for a term of up to three years and no person appointed shall serve more than three consecutive terms of three years, except where this is permitted by a special resolution of the members; provided that where any person is appointed as a Trustee prior to the holding of an annual general meeting the term of that Trustee shall be considered to have commenced from the next annual general meeting for the purposes of calculating such three year period.

23. Termination of Office

A Trustee shall automatically vacate office if:-

23.1 he/she ceases to be a Trustee through the operation of any provision of the Act or becomes prohibited by law from being a Trustee;

23.2 he/she becomes debarred under any statutory provision from being a charity trustee;

23.3 he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months;

23.4 he/she ceases to be a member of the Company;

23.5 he/she becomes an employee of the Company;

- 23.6 he/she resigns office by notice to the Company;
- 23.7 he/she is absent (without permission of the Trustees) from more than three consecutive meetings of the Trustees, and the Trustees resolve to remove him/her from office; or
- 23.8 he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.

24. Register of Trustees

The Trustees shall maintain a register of Trustees, setting out full details of each Trustee, including the date on which he/she became a Trustee, and also specifying the date on which any person ceased to hold office as a Trustee.

25. Office Bearers

- 25.1 The Trustees shall elect from among themselves a chair and such other office bearers (if any) as they consider appropriate.
- 25.2 The chair shall, unless the members by ordinary resolution resolve otherwise, hold the position of chairperson for a period of three years, but shall be eligible for re-election. All other office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.
- 25.3 A person elected to any office shall cease to hold that office if he/she ceases to be a Trustee, or if he/she resigns from that office by written notice to that effect.

26. Powers of Trustees

- 26.1 Subject to the provisions of the Act, and these articles, and subject to any directions given by special resolution, the Company and its assets and undertaking shall be managed by the Trustees, who may exercise all the powers of the Company.
- 26.2 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

27. Personal Interests

- 27.1 A Trustee who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into, must declare that interest at a meeting of the Trustees; he/she will be debarred (in terms of article 28) from voting on the question of whether or not the Company should enter into that arrangement.
- 27.2 For the purposes of the preceding article, a Trustee shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or Trustee (or any other party who/which is deemed to be connected with him/her for the purposes of the Act), has a personal interest in that arrangement.
- 27.3 Provided:
 - 27.3.1 he/she has declared his/her interest;

- 27.3.2 he/she has not voted on the question of whether or not the Company should enter into the relevant arrangement; and
- 27.3.3 the requirements of article 27 are complied with,
- a Trustee will not be debarred from entering into an arrangement with the Company in which he/she has a personal interest (or is deemed to have a personal interest under article 27.2) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
- 27.4 No Trustee may serve as an employee (full time or part time) of the Company, and no Trustee may be given any remuneration by the Company for carrying out his/her duties as a Trustee.
- 27.5 Where a Trustee provides services to the Company or might benefit from any remuneration paid to a connected party for such services, then:
- 27.5.1 the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
- 27.5.2 the Trustees must be satisfied that it would be in the interests of the Company to enter into the arrangement (taking account of that maximum amount); and
- 27.5.3 less than half of the Trustees must be receiving remuneration from the Company (or benefit from remuneration of that nature).
- 27.6 The Trustees may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Trustees, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.
- 28. Procedure at Trustees' Meetings**
- 28.1 Any Trustee may call a meeting of the Trustees or request the secretary to call a meeting of the Trustees. The Trustees shall meet not less than two times in each calendar year and should meet regularly enough as to enable the Trustees to properly discharge their duties as charitable trustees who are also directors of the Company.
- 28.2 Questions arising at a meeting of the Trustees shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
- 28.3 No business shall be dealt with at a meeting of the Trustees unless a quorum is present; the quorum for meetings of the Trustees shall be three.
- 28.4 If at any time the number of Trustees in office falls below the number fixed as the quorum, the remaining Trustee(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 28.5 Unless he/she is unwilling to do so, the chair of the Company shall preside as chairperson at every Trustees' meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Trustees present shall elect from among themselves the person who will act as chairperson of the meeting.

- 28.6 The Trustees may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Trustees; for the avoidance of doubt, any such person who is invited to attend a Trustees' meeting shall not be entitled to vote.
- 28.7 A Trustee shall not vote at a Trustees' meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the Company; he/she must withdraw from the meeting while an item of that nature is being dealt with.
- 28.8 For the purposes of article 28.7, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or Trustee, has a personal interest in that matter.
- 28.9 A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
- 28.10 The Company may, by ordinary resolution, suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of article 28.

29. Conduct of Trustees

Each of the Trustees shall, in exercising his/her functions as a Trustee of the Company, act in the interests of the Company; and, in particular, must:

- 29.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects;
- 29.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
- 29.3 in circumstances giving rise to the possibility of a conflict of interest of interest between the Company and any other party:
- 29.3.1 put the interests of the Company before that of the other party, in taking decisions as a Trustee; and
- 29.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other Trustees with regard to the matter in question,
- 29.4 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

30. Delegation to Sub-Committees

- 30.1 The Trustees may delegate any of their powers to any sub-committee consisting of one or more Trustees and such other persons (if any) as the Trustees may determine; they may also delegate to the chair of the Company (or the holder of any other post) such of their powers as they may consider appropriate.
- 30.2 Any delegation of powers under article 30.1 may be made subject to such conditions as the Trustees may impose and may be revoked or altered.
- 30.3 The rules of procedure for any sub-committee shall be as prescribed by the Trustees.

30.4 There shall be a standing Scientific Advisory Committee which shall report to the board of Trustees at intervals to be determined by the board of Trustees, and shall have such membership, remit and procedures as shall be approved by the board of Trustees from time to time.

30.5 Subject to article 30.4, the Scientific Advisory Committee shall:

30.5.1 advise the Trustees as to the areas of research that deserve financial support; and

30.5.2 report to and advise the board of Trustees (or other committee or sub-committee established under this article 30 for the purpose of controlling and directing funds raised by the Company) on how such funds should be allocated between research groups supported by the Company.

32. **Secretary**

The Trustees shall (notwithstanding the provisions of the Act) appoint a company secretary, and on the basis that the term of the appointment, the remuneration (if any) payable to the Company secretary, and the such conditions of appointment shall be as determined by the Trustees; the Company secretary may be removed by them at any time.

33. **Honorary Officers**

The Trustees may provide for the creation of the office of President and (one or more) Vice Presidents and Patrons, the admission and retirement of persons to such offices, and the powers, rights, duties and liabilities (if any) of such persons. Appointment as Honorary Officer shall not in itself carry a right to membership of the Company and shall not include a right to speak or vote at general meetings, or meetings of the board of Trustees.

34. **Minutes**

The Trustees shall ensure that minutes are made of all proceedings at general meetings, Trustees' meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.

35. **Accounting Records and Annual Accounts**

35.1 The Trustees shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

35.2 The Trustees shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

35.3 No member shall (unless he/she is a Trustee) have any right of inspecting any accounting or other records, or any document of the Company, except as conferred by statute or as authorised by the Trustees or as authorised by ordinary resolution of the Company.

36. **Notices**

36.1 Any notice which requires to be given to a member under these articles shall be given either in writing or by electronic means; such a notice may be given personally to the member *or* be sent by post in a pre-paid envelope addressed to the member at the

address last intimated by him/her to the Company *or* (in the case of a member who has notified the Company of an address to be used for the purpose of electronic communications) may be given to the member by electronic means.

- 36.2 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
- 36.3 Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

37. Winding-Up

- 37.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to some charity or charities (whether incorporated or unincorporated) having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause four thereof, such body or bodies to be determined by the Members of the Company at or before the time of dissolution, and insofar as effect cannot be given to such provision then to some Charitable Purpose.
- 37.2 For the avoidance of doubt, a body to which property is transferred under article 37.1 may be a member of the Company.
- 37.3 To the extent that effect cannot be given to article 37.1 (as read with article 37.2), the relevant property shall be applied to some Charitable Purpose or Purposes.

38. Indemnity

- 38.1 Every Trustee or other officer or auditor of the Company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the Company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted **or** any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of the Company.
- 38.2 The Company shall be entitled to purchase and maintain for any Trustee insurance against any loss or liability which any Trustee or other officer of the Company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a Trustee).