

COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

SCOTTISH FISHERMEN'S TRUST

1. The name of the Company (hereinafter called 'the Company') is Scottish Fishermen's Trust.
2. The Registered Office of the Company will be in Scotland.
3. The objects for which the Company is established are:-
  - 3.1.1 a The advancement of education as regards the marine environment of the United Kingdom;
  - 3.1.1 b The advancement of education of those engaged or to be engaged in fishing activities in the seas around the United Kingdom;
  - 3.1.1 c The advancement of health and the saving of lives in relation to those engaged or to be engaged in fishing activities in the seas around the United Kingdom;
  - 3.1.1 d The advancement of science and the heritage and culture of the United Kingdom as regards the protection, preservation and stewardship of the marine environment, promotion, of the conservation of marine living organisms and preservation of the marine ecology and biodiversity of the seas around the United Kingdom; and

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3.1.1 e The advancement of environmental protection and improvement including the sustainability of marine living organisms as regards the seas around the United Kingdom.

3.1.2 a To promote and encourage the safety of sea fishermen, resident in Scotland, and of the vessels in which they work, by means of educational programmes.

3.1.2 b To promote, encourage commission and fund research for the benefit of the public into the prevention of accidents to fishermen and fishing vessels and to make available the results of such research to all available parties.

4. The Company shall have the following powers:-

4.1.1 To consider representations from all interested parties in respect of the work of the Company and to execute or recommend such action as may be appropriate in respect thereof.

4.1.2 To make such grants and loans, with or without interest, or to stand guarantor, as may be considered necessary for the advancement of the Company.

- 4.1.3 To make available to the general public and others information as to the activities of the Company, including without prejudice to the foregoing generality the promotion and organisation of conferences, exhibitions seminars and public and private meetings, and to assist financially with the attendance thereof of suitably qualified persons.
- 4.1.4 To collaborate with any organisation, Department of Government, local government, firm, business, trust, charity or company having objects similar in whole or in part with the Company.
- 4.1.5 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary or convenient for any of the purposes of the Company.
- 4.1.6 To take any gift of property, whether subject to any special trust or not for any one or more of the objects of the Company.
- 4.1.7 To take steps by written or personal appeals, public meetings or otherwise as from time to time may be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions, covenants, collections or otherwise, but always excluding permanent trading.
- 4.1.8 To print and publish any newspapers, periodicals, books, leaflets or publications in the audio or visual media or to contribute to such as the Company may think desirable for the promotion of its objects.
- 4.1.9 To sell, manage, lease, mortgage or dispose of or otherwise deal with all or any part of the Company's property.
- 4.1.10 To borrow and raise money in such manner as the Company may think fit.

- 4.1.11      pany not immediately required for its purposes in and upon such investments, securities and property, as may be thought fit, subject to such conditions and such consents as may be, for the time being required by law.
- 4.1.12      To undertake and execute any trusts which may seem directly or indirectly conducive to the objects of the Company.
- 4.1.13      To subscribe to any charity or charities which promotes or promote the objects or any one or more of them of the Company and to grant donations for any purpose in connection with the objects of the Company.
- 4.1.14      To establish and support and to aid in the establishment and support of any other association formed for all and any of the objects of the Company.
- 4.1.15      To encourage in the general public an interest in the maritime environment of the United Kingdom
- 4.1.16      To employ such person or persons as the Company shall determine and upon such conditions as it shall see fit to implement the foregoing objects.
- 4.1.17      To do anything including by the commissioning of research which will further the attainment of any of the objects of the Company;
- 4.1.18      It is hereby declared that sub paragraphs 3.1.2 to 3.1.19 inclusive of this clause shall be construed with reference to sub paragraph 3.1.1 which will be regarded as the main object of the Company.
- 4.2      The pursuit of the foregoing objects or any other deliberations of the Company shall not be affected by any consideration of class, colour, race, creed, sex or party politics.

4.3. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company, as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except in accordance with the following proviso. Provided that nothing herein shall prevent the payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any Director, officer or servant of the Company for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or by a Director at a rate per annum not exceeding the Base Lending Rate of Clydesdale Bank plc or its successors or such other bank (being a member of the Committee of London and Scottish Bankers) as the Company shall nominate or should the Base Lending Rate cease to exist such other rate of interest as is then commonly accepted as being comparable with Base Lending Rate from time to time;
- (c) of reasonable and proper rent for premises leased by any member of the Company or Director;
- (d) to any Director of out-of-pocket expenses;
- (e) of reasonable and proper payment for any goods supplied by any Director or member of the Association.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound-up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceased to be a member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding Ten Pounds.

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 to or distributed among the members of the Company but shall be given or transferred to some charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and in so far as effect cannot be given to such provision then to some charitable object.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

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Alexander Smith,  
Rodhus,  
4 Duncan Avenue,  
ARBROATH,  
Angus DD11 2BX

John Hutchinson Goodlad,  
Hillside House,  
12 Law Lane,  
LERWICK,  
Shetland ZE1

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COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
OF  
SCOTTISH FISHERMEN'S TRUST.

**PRELIMINARY**

1. The regulations contained in Table C in The Companies (Tables A to F) Regulations 1985 shall not apply to the Association.

In these presents, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

**WORDS**

The Act

**MEANINGS**

the Companies Act 1985 and every other Act for the time being in force concerning companies and affecting the Company.

*These presents*

*these Articles of Association, as originally framed, or as from time to time altered by Special Resolution.*

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Seal the Common Seal of the Company.

The United Kingdom Great Britain and Northern Ireland

Month calendar month

Year calendar year

In writing written or produced by any substitute for writing, or partly one and partly another.

The expression "Secretary" shall include any person appointed in accordance with these presents.

Any word importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

## 2.0 **MEMBERS**

2.1. The number of members of the Company shall not be less than 2 nor more than 100 or such other number as shall be fixed by the Company from time to time.

2.2. The members of the Company shall be the subscribers to the Memorandum of Association and such other persons as the Directors admit into membership.



- 2.3 Without prejudice to the foregoing generality the Directors are permitted to make membership available in the following categories.
- 2.3.1 Ordinary members.
- 2.3.2 Corporate Members
- 2.3.3 Honorary Members being persons whom the Company may elect from time to time being those who have rendered conspicuous service to the Company.
- 2.4 The Directors may also at their discretion accept an application for membership for a limited period provided that (a) such period is not less than one year and (b) the same terms and conditions shall apply to membership for a limited period as apply to the other type of membership.
- 2.5 Any member may resign from the Company by giving 6 months notice in writing to the Secretary at any time and pay with such notice any unpaid subscriptions which may be due down to the date of such resignation, annual subscription to be calculated *de die in diem*, and any subscriptions or donations agreed upon or guaranteed by such member and shall then cease to be a member upon the expiry of said six months notice.
- 2.6 Any member may be removed from the Company by a resolution of the Directors passed by a majority of at least three-fourths of the Directors present and voting at a meeting of the Directors of which not less than fourteen days previous notice specifying the intention to propose such resolution shall have been sent to the member whose removal is in question and to all the Directors. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the member whose removal is in question at least seven days before the meeting/
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/meeting and he shall be entitled to be heard by the Directors at the meeting. On a member being removed under this Article he shall forfeit all privileges of membership, but the Directors shall return the due proportion of such member's current subscription having regard to the unexpired period for which it is paid.

2.7 Notwithstanding the provisions of Clause 2.6 above any member may be removed from the Company by summary notice in writing given by the Directors if:-

2.7.1 one annual subscription or any part thereof shall remain due and payable but unpaid to the Company for such period as the Directors shall from time to time decide; or

2.7.2 (a) in relation to an individual (i) the appointment of an Interim Trustee before sequestration is awarded under Section 13(1) of the Bankruptcy of Scotland Act 1985 and (ii) the award of sequestration in respect of the individual under Section 12 of the Bankruptcy (Scotland) Act 1985.

(b) in relation to a company (or where appropriate) to an individual the making of an administration order, the appointment of a receiver or an administrative receiver or a winding up or liquidation.

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3.0

**GENERAL MEETINGS**

3.1

An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and at such place in Scotland as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

3.2

The Directors may whenever they think fit, and shall on requisition in writing expressing the purpose of the proposed meeting by at least 20 per cent of the Membership, being other than Honorary Members, of the Company proceed to convene an Extraordinary General Meeting.

3.3

An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty-one days' notice in writing at the least, and any other General Meeting by fourteen days' notice in writing at the least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given. Provided that a General Meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed:-

(a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat;

and

(b) in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

The accidental omission to give notice to, or the non-receipt of notice by any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.

3.4 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted the notice shall specify the general nature of such business; and, if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

3.5 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-

(a) considering and adopting the balance sheet and income and expenditure account and reports of the Directors and the Auditors, and other related documents;

(b) appointing Auditors;

(c) appointing Directors in the place of those retiring.

4.0 **PROCEEDINGS AT GENERAL MEETINGS.**

4.1 No business shall be transacted at any General Meeting unless a quorum is present in person or by proxy when the meeting proceeds to business; save as herein otherwise provided 3 in number of the members entitled to receive notice of and vote at meetings present in person or by proxy shall be a quorum.

4.2 If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned/

/adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting the members present shall be a quorum.

4.3 The Chairman of the Directors, failing whom the Vice-Chairman, shall preside as Chairman at every General Meeting but, if there is no such Chairman or Vice-Chairman or it at any meeting neither shall be present within 5 minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to preside. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of the meeting.

4.4 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting (except where the meeting had been adjourned for 30 days or more when notice of the adjourned meeting shall be given as in the case of an original meeting).

4.5 At any General Meeting a resolution put to the vote of the meeting shall be declared on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

- (a) the Chairman; or
  - (b) not less than 3 members present in person or by proxy; or
  - (c) any member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
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A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

- 4.6 If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude to vitiate the resolution.
- 4.7 If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 4.8 In the case of an equality of votes, whether or a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 4.9 A poll demanded on the election of a Chairman or on the question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman of the meeting directs, and any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately.
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5.0

**VOTES OF MEMBERS**

5.1

No member shall, unless the Directors otherwise determine, be entitled to vote at any General Meeting unless all moneys presently payable by him to the Association have been paid. Subject as aforesaid every member shall have one vote and in respect of a Corporate Member that vote shall be vested in the duly authorised nominee of the Corporate Member and which authorisation in such form as shall have been determined by the Directors, shall be delivered to the Secretary of the Association prior to the commencement of the Meeting.

5.2

Where in Scotland or elsewhere a curator bonis, trustee or receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, or incapacity the Directors may in their absolute discretion upon or subject to production of such evidence of the appointment as the Directors may require, permit such curator bonis, trustee or receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right, conferred by membership in relation to meetings of the Association.

5.3.

On a poll votes may be given either personally or by proxy.

5.4

An instrument appointing a proxy shall be in writing and (a) in the case of an individual, shall be signed by the appointer or his attorney and (b) in the case of a corporation shall be either under its common seal or signed by its attorney or by an officer on its behalf. The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer.

- 5.5 An instrument appointing a proxy must be left at the Registered Office or such other place (if any) as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting (or, in the case of a poll, before the time appointed for the taking of the poll) at which it is to be used and in default shall not be treated as valid.
- 5.6 An instrument appointing a proxy may be in the usual common form, or in such other form as the Directors may accept, and shall be deemed to confer authority to demand or join in demanding a poll. It need not be witnessed and shall, unless the contrary is stated thereon, be valid as well as for any adjournment of the meeting as for the meeting to which it relates.
- 5.7 A vote given by proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting or poll at which the vote is given.
- 5.8.1 Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of the Directors (where the corporation is a Director) and may from time to time revoke such authority and authorise another person to act in his place, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that Corporation could exercise if it were an individual member of the Company,
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5.8.2 A certified copy of the resolution appointing a representative under this Article shall be produced by that representative if so required by the Chairman of any meeting of the Company or of the Directors and by that representative, as evidence of his right to attend and vote thereat.

5.8.3 A representative authorised in accordance with Clause 5.8.1 above and attending a meeting of the Company or of the Directors for which he has been authorised shall be counted as a member present in person for the purposes of determining the quorum for that meeting.

6.0 **APPOINTMENT AND RETIREMENT OF DIRECTORS**

6.1. Subject as hereinafter provided, the Directors shall not be less than 2 nor more than 10.

6.2 At the first Annual General Meeting of the Association all Directors shall retire from office. At each subsequent Annual General Meeting one-third of the Directors for the time being, or, if their number is not a multiple of three, the number nearest to but not greater than one-third shall retire from office. A Director retiring shall retain office until the close or adjournment of the meeting.

6.3 The Directors to retire in every year shall be those who have been longest in office since their last election or appointment, and in addition those who shall have passed their 70th birthday, but as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

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6.4 The Company may by Ordinary Resolution, for which special notice shall not be required, remove a Director at any time and may by a like resolution appoint another person in his place. The Company may also by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director but so that the maximum number of Directors stated in Article 6.1 is at no time exceeded.

6.4.1 The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents. Subject as aforementioned (and without prejudice to Section 303 of the Act and the provisions of Article 7.1) such person shall hold office until the next Annual General Meeting but he shall then be eligible for re-appointment unless such Annual General Meeting shall resolve that he be not re-appointed, in which event he shall not be eligible for re-appointment unless and until such Resolution shall have been rescinded.

6.5 A motion for the appointment of two or more persons as Director by a single resolution shall not be made at any General Meeting unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it, and any resolution moved in contravention of this provision shall be void.

7.0 **DISQUALIFICATION OF DIRECTORS.**

7.1 The office of a Director shall be vacated in any of the following events, namely:-

(a) If he resigns by writing under his hand left at the Registered Office;

or

(b) If he becomes apparently insolvent or be declared bankrupt; or

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(c) If in Scotland or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a curator bonis or a receiver or other person (by whatever named called) to exercise powers with respect to his property or affairs; or

(d) If he holds any office for profit under the Company without the consent of the Company in general meeting.

8.0 **PROCEEDINGS OF THE DIRECTORS.**

8.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. Any member of the Directors may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to any member thereof for the time being absent from the United Kingdom.

8.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall not be less than two Directors. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

8.3 The continuing Directors may act notwithstanding any vacancies, but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents, the continuing Director or Directors may act for the purpose of filling up such vacancies or of summoning General Meetings of the Company but for no/

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/no other purpose. If there is no Director or Directors able or willing to act, then any two members of the Company may summon a General Meeting for the purpose of appointing Directors.

- 8.4 The Directors may elect a Chairman and Vice-Chairman from among their number and determine the period for which each is to hold office. If no Chairman or Vice-Chairman shall have been appointed, or if at any meeting neither be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 8.5 A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the Directors.
- 8.6.1 The Directors may delegate any of their powers to a committee consisting of such number of Directors and such other persons as shall be co-opted thereto as the Directors shall at a meeting of Directors think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
- 8.7 The meetings and proceedings of any committee shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors. Provided that no resolution of any committee shall be effective unless a majority of the members of the committee at the meeting are Directors or unless such resolution is approved by the Directors.
- 8.8 All acts done by any meeting of the Directors or a committee thereof, or by any person acting as a Director or as a member of a committee, shall as/
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/as regards all persons dealing in good faith with the Association notwithstanding that there was some defect in the appointment or continuance in office of any Director or member of a committee or person acting as such or that any such member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of a committee and had been entitled to vote.

9.0            **BORROWING POWERS.**

9.1            The Directors may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10.0           **POWERS OF THE DIRECTORS.**

10.1           The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these presents, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act or these presents and to such regulation being not inconsistent with the aforesaid provisions as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

10.2           All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed./

/executed as the case may be, in such manner as the Directors shall from time to time by resolution determine.

10.3 The Directors shall cause minutes to be made in books provided for the purpose:-

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Association, and of the Directors and of the committees of the Directors.

11.0 **SECRETARY.**

11.1 The Secretary shall be appointed by the Directors for such terms, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

11.2 A provision of the Act or these presents requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

12.0 **THE SEAL.**

12.1 The Directors shall provide for the safe custody of the Seal (if any) of the Company, which shall only be used with the authority of the Directors or a committee authorised on that behalf by the Directors. Every instrument to which the Seal is affixed shall be signed by a Director and countersigned by a second Director or by the Secretary or by any other person or persons as shall have been authorised by the Directors/

/Directors but nothing herein shall prevent any instrument being executed by or on behalf of the Company in terms of the Requirements of Writing (Scotland) Act 1995.

13.0        **ACCOUNTS.**

13.1        Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Act shall be kept at the Registered Office, or at such other place within Scotland as the Directors think fit, and shall at all times be open to inspection by the Directors. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

13.2        A copy of every balance sheet and income and expenditure account which is to be laid before the Company in General Meeting (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and holder of debentures of, the Company and to the Auditors and any other persons entitled to receive notices of General Meetings. Provided that this Articles shall not require a copy of these documents to be sent to more than one of joint holder or to any person who is not entitled to receive notices of meetings or of whose address the Company is not aware.

14.0        **AUDIT.**

14.1        Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

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15.0            **NOTICES.**

15.1            Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at the registered address as appearing in the register of members or to such other address as he may supply to the Company for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.

15.2            A member whose address in the Register of Members is outside the United Kingdom and who has not supplied to the Company an address for service within the United Kingdom shall not be entitled to receive any notice from the Company.

15.3            Any notice or document served by post shall be deemed to have been served at the expiration of 24 hours (or, where second class mail is employed 72 hours) after the letter containing the same is posted, and in proving such service it shall be sufficient to show that the letter containing the notice or document was properly addressed, stamped and posted.

16.0            **INDEMNITY.**

16.1            Subject to the provisions of the Act and of the Memorandum of Association a Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

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## WINDING UP.

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