

Company Number : 225049

The Companies Acts 1985-1989

*Company limited by Guarantee
and not having a share capital*

Memorandum and Articles of Association

of

Maritime Rescue Institute

Incorporated on 7th November 2001
and amended on 16th June 2014

J. & H. Mitchell, W.S.
Pitlochry & Aberfeldy

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COMPANIES HOUSE

The Companies Acts 1985-1989

Company limited by Guarantee and not having a share capital

Memorandum of Association of *Maritime Rescue Institute*

1. The name of the Company is Maritime Rescue Institute (hereinafter referred to as "the Institute").
2. The registered office of the Institute is situated in Scotland.
3. The Object of the Institute is to promote and advance the education of the public in maritime rescue, including but not restricted to rescue of individuals, boats, helicopters and aircraft in distress, in the waters within and surrounding Scotland and elsewhere, either independently and/or in association with Local Authorities, public sector agencies, non-governmental organisations, voluntary organisations and others (hereinafter referred to as "the Object").
4. In furtherance of this Object, but not otherwise, the Institute shall have the following powers:
 - (a) To provide advice, consultancy, training, tuition, expertise and assistance in furtherance of the Object.
 - (b) To introduce, develop and manage sites, facilities and centres relating to the Object and to provide therefrom a waterborne Search and Rescue service in the waters within and surrounding Scotland and elsewhere.
 - (c) To prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures of any medium, music and drama of any medium and other materials conducive to the promotion of the Object.
 - (d) To encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, firms, corporate bodies, agencies, undertakings, local authorities and others and any groups or groupings thereof willing to assist the Institute to achieve its Object.
 - (e) To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Institute.
 - (f) To construct, convert, alter, demolish, improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Institute.
 - (g) To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Institute, wheresoever situated.
 - (h) To manage and operate or arrange for the professional management and operation of properties, lands and estates whether owned by the Institute or not and the entering into and carrying out of agreements in relation thereto with statutory and other bodies, individuals, unincorporated associations,

firms, corporate bodies and others and any groups thereof in furtherance of the Object.

- (i) To manufacture, retail, sell, hire and supply equipment, items and goods generally conducive to the Object.
- (j) To borrow money and give security for the payment of money by, or the performance of other obligations of, the Institute or any other person.
- (k) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (l) To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds in furtherance of the Object.
- (m) To employ and train personnel in all aspects of the Object and to remunerate any individual in the employment of the Institute and to establish, maintain and contribute to, or co-operate with others in establishing, maintaining and contributing to, any pension or superannuation fund or scheme for the benefit of, and to give or procure the giving of any donation, pension allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Institute and the relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- (n) To establish, subsidise, promote, co-operate or federate with or become affiliated to, act as Directors or agents for, or manage or lend money or provide other assistance to, or subscribe and make contributions to or otherwise support any association, Institute, society or other body corporate or unincorporated and having primary objects wholly or partly similar to those of the Institute, or otherwise connected with the activities of the Institute or with the furtherance of any of its Object.
- (o) To establish, operate and administer and/or otherwise acquire separate trading companies or associations, whether charitable or not.
- (p) To enter into any arrangement with any organisation, government, authority or other body which may be advantageous for achieving the Object and to obtain from any such organisation, government, authority or other body any charter, right, privilege or concession, including entering into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated.
- (q) To effect insurance against risks of all kinds.
- (r) To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Institute, whether by way of subscriptions, grants, loans, donations or otherwise.
- (s) To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in Institute for any of the Object and to raise funds and to invite and receive contributions from any person, persons, companies, institutions and authorities whatsoever, by way of grant, subscription, donation or otherwise, provided that this shall be without prejudice to the ability of the Institute to decline or disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Institute may think fit.
- (t) To invest monies of the Institute not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be

considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities.

- (u) To carry out any of the Object in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, Director or any person acting in any other capacity and either alone or in conjunction with others.

- (v) To do anything which will further the attainment of any of the Object.

And it is declared that in this whole Clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated in the world.

- 5. (a) Subject to Clause 5 (b),
 - (i) the income and property of the Institute shall be applied solely towards the promotion of the Object;
 - (ii) no part of the income and property of the Institute shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the members of the Institute;
 - (iii) no Director shall be appointed to any office under the Institute in respect of which a salary or fee is payable; and
 - (iv) no benefit in money or money's worth shall be given by the Institute to any Director for his or her services as a Director, except repayment of out-of-pocket expenses.
- (b) The Institute shall, notwithstanding the provisions of Clause 5 (a), be entitled:
 - (i) to pay reasonable and proper remuneration to any member of the Institute or of its Board of Management in return for services actually rendered to the Institute (other than those carried out normally or habitually by any Director, officer or employee of the Institute) and to reimburse any out-of-pocket expenses incurred by any such Director on behalf of the Institute in furtherance of the Object;
 - (ii) to pay interest at a rate not exceeding the commercial rate on money lent to the Institute by any member of the Institute or its Board of Management;
 - (iii) to pay rent at a rate not exceeding the open market rent for premises let to the Institute by any member of the Institute or its Board of Management; and
 - (iv) to purchase assets from any member of the Institute or its Board of Management providing such purchase is at or below market value and to sell assets to any member of the Institute or its Board of Management providing such sale is at or above market value.
- 6. The liability of members is limited.
- 7. Every member of the Institute undertakes to contribute such amount as may be required (not exceeding £1) to the Institute's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Institute's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up.
- 8. (a) The winding-up of the Institute may take place only on the decision of not less than three-fourths of the members of the Institute who are present in person at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose.

- (b) If on the winding-up of the Institute any property remains, after satisfaction of all the Institute's debts and liabilities, such property shall be given or transferred to any one or more Scottish charities to be determined on the decision of a simple majority of the members of the Institute who are present in person at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a simple majority of the Board of Management or, failing that, as determined by an arbiter to be chosen amicably by the Board of Management or, failing such amicable choice, by an arbiter appointed on their behalf by the Sheriff of Grampian, Highland and Island at Aberdeen, the decision of such arbiter being final and binding upon the Institute and the cost of such arbitration being met from the property of the Institute.

The Companies Acts 1985-1989

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Articles of Association of *Maritime Rescue Institute*

GENERAL

1. The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985 shall not apply to the Institute. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS

MEANINGS

The Act	- The Companies Act 1985 as amended and every statutory modification and re-enactment thereof for the time being in force.
These Articles	- These Articles of Association, and the regulations of the Institute from time to time in force.
The Institute	- Maritime Rescue Institute.
The Board of Management	- The Board of Directors for the time being of the Institute.
Director(s)	- Director(s) for the time being of the Institute.
The Office	- The Registered Office of the Institute.
Members	- The Members of the Institute.
The Subscribers	- Those persons and/or bodies who have subscribed both these Memorandum and Articles of Association of the Institute.
The United Kingdom	- Great Britain and Northern Ireland.
Month	- Calendar month.
In writing	- Written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory form.
Clear days	- In relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

Words importing the singular number only shall include the plural number, and *vice versa*; and

Words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2. The Institute is established for the purposes expressed in the Memorandum of Association.

MEMBERS

3. The number of members of the Institute shall not be less than two.
4.
 - (a) The first two members of the Institute shall be the Subscribers.
 - (b) The Board of Management may from time to time agree to appoint other individuals and/or organisations interested in the Object as members.
5. The members may at any or each Annual General Meeting fix any subscriptions (and, if relevant, different rates thereof). Only those members who have paid their current subscription (where these are fixed) are entitled to take part in and vote at any General Meeting.
6.
 - (a) Each organisation which is a member shall appoint one named Authorised Representative, within one month of admission to membership of the Institute.
 - (b) Any change in the appointment of a named Authorised Representative may be made at any time by the appointing member, but only by way of written notice served by the member at the Office. Such notice will take effect two clear days after its receipt at the Office to allow sufficient time for the appointing member to serve a copy of the notice to anyone named therein.
7. Any member, or named Authorised Representative appointed in terms of Article 6 hereof, may no longer serve as such in any one or more of the following events:
 - (a) if he or she becomes a bankrupt person, or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - (b) if he or she becomes prohibited from being a member of the Board of Management (and, as such, a Director of a limited company) by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
 - (c) if he or she becomes of unsound mind as certified by two medical practitioners; or
 - (d) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified by two medical practitioners is expected to continue for a period of more than six months from the date or later date of such certification; or
 - (e) if by notice in writing to the Office he or she resigns his or her membership; or
 - (f) if he or she dies, or being an organisation goes into receivership, goes into liquidation or ceases to exist.

8. The Institute shall keep a Register of its current members, containing their names and postal addresses, including where relevant the named Authorised Representative.
9. The rights and privileges of membership shall not be transferable by any act or operation of law and shall cease on the member's ceasing to be a member for whatever reason.

GENERAL MEETINGS

10. The Institute shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board of Management and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Institute holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation nor in the following year.
11. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
12. The Board of Management may whenever it thinks fit convene an Extraordinary General Meeting, and must convene one within twenty-eight days of receipt at the Office of a valid requisition. To be valid, such requisition must be signed by any two members, must clearly state the objects of the meeting and must be deposited at the Office. The requisition may consist of several documents in like form each signed by one or more requisitionists. If any of the objects stated by the requisitionists requires to be determined by Special Resolution, the Board of Management must give not less than twenty-one clear days' notice of the meeting in writing.
13. Twenty-one clear days' notice in writing at the least of every General Meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to the members and to such persons or bodies as are under these Articles or under the Act entitled to receive such notices from the Institute; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.
14. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any members, persons or bodies entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, the reports of the Board of Management and of the independent financial examiner, the fixing of the annual subscription and the election of members of the Board of Management in the place of those retiring.

16. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One-third of the members (to the nearest number upwards) shall be a quorum.
17. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other day, time or place as the Board of Management may determine.
18. The Chairman of the Institute shall preside as chairman of all General Meetings, which failing the members of the Institute present shall choose a member of the Board of Management who shall be present to preside as chairman of the General Meeting in question.
19. The chairman of the General Meeting 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as for an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

VOTES OF MEMBERS

20. The chairman of the meeting shall endeavour to achieve consensus wherever possible but, whenever necessary, questions arising shall be decided by being put to the vote.
21. Each member of the Institute shall have one vote, (which in the case of an organisation is to be exercised by their Authorised Representative appointed in terms of Article 6 hereof).
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
23.
 - (a) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands. Ordinary business and Ordinary Resolutions shall be determined by a simple majority, whilst Special Resolutions shall be determined by a majority of not less than three-fourths of the members attending and voting in person at the meeting to which the resolution is put.
 - (b) The chairman of the General Meeting shall be entitled to cast a deliberative vote and, if necessary, a casting vote.
24. Subject to the provisions of the Act, a resolution in writing signed by or on behalf of all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Institute duly convened and held. Such resolution may

consist of several documents in the same form, each signed by one or more members. This Article shall not apply in respect of any decision required in terms of Clause 8 of the Memorandum of Association of the Institute and Article 59 hereof.

BOARD OF MANAGEMENT

25. The affairs of the Institute shall be directed and managed by a Board of Management appointed in manner hereinafter provided.
26. Unless otherwise determined by ordinary resolution at a General Meeting, the number of members of the Board of Management shall not be less than two nor more than nine.
27. The Subscribers shall be the Interim Board of Management with the sole purpose of forming the Board of Management and arranging the first meeting thereof at the earliest opportunity after incorporation.
28.
 - (a) Subject to Article 27 hereof, the Board of Management shall comprise up to six individual persons elected as Directors by the members. Such individuals do not need to be employees or Authorised Representatives of or otherwise be associated with any member (but may not be employees of the Institute itself).
 - (b) At each successive Annual General Meeting, one-third of the Directors (or the nearest number upwards) elected by the members shall retire from office. A Director retiring shall retain office until the close or adjournment of the meeting. A retiring Director shall be eligible for re-election after one or two terms of office, but no Director can serve more than three consecutive terms of office, without at least one year out of office before being eligible again.
 - (c) The Directors to retire at each Annual General Meeting shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
 - (d) Nomination of any Director shall be in writing by not less than any two members of the Institute, with the nominee confirming also in writing his or her willingness to act as a Director if elected. Election of any Director shall be by vote of the members who may be present in person at the Annual or Extraordinary General Meeting. Each member shall have one vote for each vacancy on the Board of Management.
29.
 - (a) The Board of Management may from time to time fill any casual vacancy arising as a result of the retiral or deemed retiral for any reason) of any Director elected in terms of Article 28 hereof, from or after the date of such retiral or deemed retiral until the next Annual General Meeting.
 - (b) The Board of Management may from time to time co-opt individuals to serve on the Board of Management as Co-opted Directors until the next Annual General Meeting, provided that the maximum number referred to in Article 26 hereof be not exceeded thereby. A Co-opted Director can be re-co-opted at such next Annual General Meeting. A Co-opted Director can be removed from office at any time by a simple majority of the Board of Management. A Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.

30. The office of Director shall *ipso facto* be vacated:
- (a) if he or she without the consent of the Institute in General Meeting holds any office of profit under the Institute; or
 - (b) if he or she becomes a bankrupt person, or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - (c) if he or she becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
 - (d) if he or she becomes of unsound mind as certified by two medical practitioners; or
 - (e) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity as certified by two medical practitioners is expected to continue for a period of more than six months from the date or later date of such certification; or
 - (f) if by notice in writing to the Institute he or she resigns his or her office; or
 - (g) he or she dies.

CHAIRMAN

31. The Board of Management shall meet as soon as practicable immediately after each Annual General Meeting to appoint a Chairman from the Board (who can be one of the Co-opted Directors appointed in terms of Article 29(b) hereof.

CONFLICTS OF INTEREST

32. (a) All Directors and employees of the Institute have an obligation to notify any interests, including conflicts of interest, to the Secretary, as they arise and at least annually.
- (b) The Board of Management may instruct the Secretary to maintain a Register of Interests which shall be open for inspection at the Office by the Board of Management and members of the Institute and, with the express prior written approval of the Director or employee concerned, by members of the public.

POWERS OF THE BOARD OF MANAGEMENT

33. The direction and business of the Institute shall be managed by the Board of Management who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Institute as it thinks fit, and may exercise all such powers of the Institute, and do on behalf of the Institute all such acts as may be exercised and done by the Institute, and as are not by the Act or by these Articles required to be exercised or done by the Institute in General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the Act and to such regulations (being not inconsistent with the said regulations and/or provisions) as may be made by the Institute in General Meeting provided that no such regulation or provision made by the Institute in General Meeting shall invalidate any prior act of the Board of Management which would have been valid if such regulation had not been made.
34. The Directors for the time being may act notwithstanding any vacancy in their body.

35. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Institute, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Management shall from time to time by resolution determine. The banking account or accounts of the Institute shall be kept in such bank or building society and/or banks or building societies as the Board of Management shall from time to time by resolution determine.

PROCEEDINGS OF THE BOARD OF MANAGEMENT

36. The Board of Management may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of its business. Unless otherwise determined, three Directors shall be a quorum. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote. Questions arising at any meeting shall be decided by a majority of votes of the members present of the Board of Management. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.
37. The following matters may be decided only by the special decision of not less than three-quarters of all of the Directors, namely:
- (a) the formation, acquisition or disposal of any subsidiary; or
 - (b) the acquisition or disposal by the Institute or by any of its subsidiaries of any shares of any other company or the participation or cessation of participation by the Institute or by any of its subsidiaries in any formal Institute or joint venture; or
 - (c) the creation or issue or allowing to come into being of any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Institute or the obtaining of any advance or credit in any form other than normal trade credit, or the creation or issue by any subsidiary of any debenture or loan stock; or
 - (d) any dealings with heritable property or any interest therein generally and, without prejudice to the foregoing generality, the sale of or the granting of a lease over any heritable property owned by or leased to the Institute or any of its subsidiaries and the purchase of or taking the tenant's part in any lease or sub-lease of heritable property wherever situated; or
 - (e) any proposal to be put to the members that the Memorandum and/or Articles of Association thereof be amended in any manner or way; or
 - (f) any proposal to be put to the members that the Institute itself be wound up in terms of Clause 8 of the Memorandum of Association and, where relevant, any decision requiring to be taken by the Board of Management in terms of Clause 8 (b) thereof.
38. (a) Meetings of the Board of Management may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved unanimously from time to time by the Board.
- (b) Not less than fourteen clear days' notice in writing shall be given of any meeting of the Board of Management at which a decision in relation to any of the matters referred to in Article 37 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than seven days' prior notice.

- (c) A Director may, and on the request of a Director the Secretary shall, at any time, summon a meeting of the Board of Management by notice served upon all Directors, to take place at a reasonably convenient time and date.
39. The Chairman shall be entitled to preside at all meetings of the Board of Management at which he or she shall be present. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of their number to be chairman of the meeting, which failing the meeting shall be adjourned until a time when the Chairman will be available.
40. The Board of Management may delegate any of its powers (other than those listed in Article 36 hereof) to sub-committees consisting of not less than one member of the Board of Management and such other person or persons as it thinks fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board of Management. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of Management so far as applicable and so far as the same shall not be superseded by any regulations made by the Board of Management. Such sub-committee shall regularly and promptly circulate the minutes of its meetings to all members of the Board of Management.
41. All acts *bona fide* done by any meeting of the Institute or of any sub-committee of the Board of Management, or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.
42. The Board of Management shall cause proper minutes to be made of all appointments of officers made by the Board of Management and of the proceedings of all meetings of the Institute and of the Board of Management and of sub-committees of the Board of Management, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
43. A resolution in writing (whether one single document signed by all Directors or all the members of any sub-committee of the Board of Management who are entitled to receive notice of a meeting of the Board of Management or of such sub-committee or whether several documents in the same form each signed by one or more Directors or members of any relative sub-committee as appropriate so that all have signed together or separately) shall be as valid and effectual as if it had been passed at a meeting of the Board of Management or of such sub-committee duly convened and constituted.
44. No alteration of the Memorandum or Articles of Association of the Institute and no direction given by Special Resolution shall invalidate any prior act of the Board of Management which would have been valid if that alteration had not been made or that direction had not been given.

45. The Board of Management may invite or allow any person to attend and speak, but not to vote, at any meeting or meetings of the Board of Management or of its sub-committees. The principal employee (if any) of the Institute shall attend each meeting of the Board of Management (except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board of Management wish to keep confidential to itself), but shall have no vote.

SECRETARY

46. The Secretary shall be appointed by resolution of the Board of Management for such time at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.
47. The Board of Management may from time to time appoint a Minute Secretary or Secretaries for the purposes of Article 42 hereof.

ACCOUNTS

46. The Board of Management shall cause accounting records to be kept in accordance with the requirements of the Act.
47. The accounting records shall be kept at the Office, or, subject to the provisions of the Act, at such other place or places as the Board of Management shall think fit, and shall always be open to the inspection of the officers of the Institute.
48. In accordance with the provisions of the Act once at least in every year the accounts of the Institute shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by an independent financial examiner.
49. The Board of Management shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Institute or any of them shall be open to the inspection of the members not being officers of the Institute.
50. At each Annual General Meeting in every year the Board of Management shall in accordance with the provisions of the Act lay before the Institute an income and expenditure account for the period since the last preceding accounting reference date or (in the case of the first account) since the incorporation of the Institute together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board of Management and the independent financial examiner thereof, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting at which they are to be laid be delivered or sent by post to the independent financial examiner and to all members and all other persons and bodies entitled to receive notices of General Meetings in accordance with section 238 of the Act in the manner in which notices are hereinafter directed to be served.

PATRONS

51. The members in General Meeting may, on a proposal from the Board of Management, agree to the appointment of one or more Honorary Patrons of the Institute, who would be appointed either for such fixed period as the members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

NOTICES

52. A notice may be served by the Institute upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its registered address as appearing in the Register of Members.
53. Any member described in Register of Members by an address not within the United Kingdom shall either give to the Institute an address within the United Kingdom at which notices may be served upon him or her or it, or shall accept notices served upon him or her or it by fax, e-mail or other appropriate electronic means chosen by the Institute from time to time.
54. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
55. A member present at any meeting of the Institute shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
56. The business of the Institute and all its correspondence with and notification to or from members may, notwithstanding the terms of any Article hereof (including Articles 52 and 54 hereof), be conducted equally validly and effectively as by post if transmitted by fax or e-mail to or from any member of the Institute (except where that member specifically requests all such correspondence and notification by post only) or otherwise if publicised on the Institute's website on the Internet where the Institute has advised each member of this and has taken due steps to notify by other reasonable means all those members who do not have access to the Internet.

INDEMNITY

57. Subject to the provisions of Section 310 of the Act, the Directors, or of any sub-committee, the Secretary and all other officers or servants for the time being of the Institute shall be indemnified out of the funds of the Institute against all loss, costs and charges which they may respectively incur or be put to on account of any contract, deed, act, matter, or thing done, entered into, executed, or permitted by them respectively, on behalf of the Institute and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only. Subject as aforesaid, no Director or of any committee or sub-committee, the Secretary, Treasurer or any officer or servant, his or her heirs, executors or administrators shall be liable for any loss or expense happening to the Institute through the insufficiency or deficiency of title to any property acquired for or on behalf of the Institute or for the insufficiency

or deficiency of any obligation of security in or upon which any of the funds of the Institute shall be invested or for any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any monies, securities or effects shall be deposited, or for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through his or her own fraud, wilful neglect, default, breach of duty or breach of Institute.

ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION

58. Subject to the terms of Article 36 (f) hereof, no alteration in these Memorandum and Articles of Association may at any time be made unless by the decision of three-fourths of the members of the Institute present in person at an Extraordinary General Meeting called specifically (but not necessarily exclusively) for the purpose.

DISSOLUTION

59. Clause 8 of the Memorandum of Association of the Institute relating to the winding up and dissolution of the Institute shall have effect as if the provisions thereof were repeated in these Articles.