

Company Number : SC250899

# The Companies Acts 1985-1989

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

Memorandum and Articles  
of Association

of

# *Scottish Environment LINK*

Incorporated on 10 June 2003  
and amended at General Meetings  
on 26 May 2004, 17 June 2005,  
24 November 2006 and 22 June 2010

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# **The Companies Acts 1985-1989**

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

## **Memorandum of Association of *Scottish Environment LINK***

as amended on 26 May 2004, 17 June 2005,  
24 November 2006 and 22 June 2010

*The Memorandum of Association sets out the Charitable Purposes of LINK and the Powers conferred upon it to enable it to achieve its Charitable Purposes, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.*

1. The name of the Company is the 'Scottish Environment LINK' (hereinafter referred to as "LINK").
2. The registered office of LINK is situated in Scotland.
3. The Charitable Purposes of LINK are:
  - (a) to promote the effectiveness and efficiency of voluntary organisations involved with the conservation and improvement of Scotland's natural environment and associated cultural heritage;
  - (b) to advance the conservation and improvement of Scotland's natural environment and associated cultural heritage as part of the pursuit of environmental sustainability; and
  - (c) to advance the education, understanding and responsible awareness of the natural environment and associated cultural heritage as part of the pursuit of environmental sustainability;(hereinafter referred to as "the Charitable Purposes").
4. In furtherance of the Charitable Purposes, but not otherwise, LINK may:
  - (a) Provide a forum to help members of LINK to bring together their views on issues relative to the Charitable Purposes and, as appropriate, to work together on matters of mutual interest.
  - (b) Promote and carry out research, surveys and investigations and develop initiatives, projects and programmes conducive to the Charitable Purposes.
  - (c) Prepare and organise, promote and implement training courses, exhibitions, lectures, seminars, conferences and other meetings of all kinds conducive to the Charitable Purposes.
  - (d) Collect, collate, disseminate and exchange information, prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, all by means of any medium, and other materials conducive to the Charitable Purposes.
  - (e) Employ, train and pay any person or persons, to supervise, organise and carry on the work of LINK, including short-term projects, and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
  - (f) Establish such committees, groups and task forces and their terms of reference, as it may from time to time determine are required.

- (g) Establish, manage or assist any charity or other body, enter into trusteeship or any other arrangement for sharing profit, co-operation or mutual assistance with any charity or other body and establish, operate and administer separate trading companies or associations, whether charitable or not.
- (h) Encourage and develop a spirit of co-operation and commitment by and, where appropriate, work with any government agency, authority, other body or individuals, and any grouping or groupings thereof willing to assist LINK to achieve the Charitable Purposes.
- (i) Purchase, take on lease or in exchange, hire or otherwise acquire property and any rights and privileges necessary for the promotion of the Charitable Purposes and construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional management and operation of the property or assets of LINK.
- (j) Sell, let, mortgage, dispose of or turn into account all or any of the property or assets of LINK wheresoever situated.
- (k) Establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds in furtherance of the Charitable Purposes.
- (l) Subject to such consents as may be required by law, borrow or raise money for the objects of LINK, on such terms and on such security as shall be deemed to be necessary, provided that LINK shall not undertake permanent trading activities in raising funds for the Charitable Purposes.
- (m) Accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the Charitable Purposes.
- (n) Invest the monies of LINK not immediately required for the Charitable Purposes in or upon such investments, securities or property as may be thought fit, subject to such conditions (if any) as may for the time being be imposed or required by law.
- (o) 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.
- (p) Effect insurances of all kinds, including indemnity insurance for the Trustees and other officers of LINK.
- (q) Carry out any of the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.
- (r) Adopt, issue and amend Operating Principles and other regulations by the Members at General Meeting for the sake of clarity, which shall neither be inconsistent with the terms of the Memorandum and Articles of Association (always being subordinate thereto) nor form part thereof.
- (s) Do any lawful thing which is ancillary to, preparatory to or consequential upon the exercise of the preceding Powers and do all such other lawful things as are necessary for the attainment of the Charitable Purposes.

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 LINK shall be applied solely towards the promotion of the Charitable Purposes;

- (ii) no part of the income and property of LINK shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the members of LINK;
  - (iii) no Trustee shall be appointed to any office under LINK in respect of which a salary or fee is payable; and
  - (iv) no benefit in money or money's worth shall be given by LINK to any Trustee for his or her services as a Trustee, except repayment of out-of-pocket expenses.
- (b) LINK shall, notwithstanding the provisions of Clause 5 (a), be entitled:
- (i) to pay reasonable and proper remuneration to any member of LINK or of its Board of Trustees in return for services actually rendered to LINK (other than those carried out normally or habitually by any Trustee, officer or employee of LINK) and to reimburse any out-of-pocket expenses incurred by any such Trustee on behalf of LINK in furtherance of the Charitable Purposes;
  - (ii) to pay interest at a rate not exceeding the commercial rate on money lent to LINK by any member of LINK or its Board of Trustees;
  - (iii) to pay rent at a rate not exceeding the open market rent for premises let to LINK by any member of LINK or its Board of Trustees; and
  - (iv) to purchase assets from any member of LINK or its Board of Trustees providing such purchase is at or below market value and to sell assets to any member of LINK or its Board of Trustees providing such sale is at or above market value.
6. The liability of members is limited.
7. Every member of LINK undertakes to contribute such amount as may be required (not exceeding £1) to LINK'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 LINK'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 dissolution of LINK shall require the decision of not less than three-quarters of the Members present and voting at any Annual General Meeting or at a Special General Meeting called *inter alia* for the purpose and the terms of Article 24 shall apply in respect of prior submission, and the terms of Article 23 shall apply in respect of due notice.
- (b) In the event of a decision to dissolve LINK being taken in terms of sub-clause (a) hereof, the Board of Trustees shall have the power to sell or dispose of any assets held by or on behalf of LINK. Any assets remaining after the satisfaction of any proper debts and liabilities of LINK, including liquid assets, shall be given or transferred to such other charitable institution or institutions having objects similar to the Charitable Purposes as the Members may at such a Meeting determine, which failing as will be decided by the Office of the Scottish Charity Regulator.
9. The definitions stated in Article 1 are expressly included as part of this Memorandum of Association.

The Companies Acts 1985-1989

*Company limited by Guarantee and not having share capital*

**Articles of Association**  
**of**  
***Scottish Environment LINK***

as amended on 26 May 2004, 17 June 2005,  
24 November 2006 and 22 June 2010

*The Articles of Association provide the administrative constitution of LINK, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.*

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**GENERAL**

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985 shall not apply to LINK. In both the foregoing Memorandum and these Articles 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:

<b>WORDS</b>	<b>MEANINGS</b>
Act	- the Companies Act 1985 as amended and every statutory modification and re-enactment thereof for the time being in force.
Articles	- these Articles of Association, and the regulations of LINK from time to time in force.
Board	- the Board of Trustees.
Board of Trustees	- the Board of Trustees for the time being of LINK.
Charitable Purposes	- the Charitable Purposes listed in Clause 3 of the Memorandum, on the basis that these fall within section 7 of the Charities and Trustee (Scotland) Act 2005, as may be amended or re-enacted, and are also regarded as charitable in relation to the application of the Taxes Acts.
Charity	- a body on the Scottish Charity Register, which is also regarded as a charity in relation to the application of the Taxes Acts.
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.
LINK	- Scottish Environment LINK.

Members	- the Members of LINK (but not the Supporters thereof) as described in Articles 3 and 4.
Memorandum	- the foregoing Memorandum of Association
Month	- calendar month.
Office	- the Registered Office of LINK.
Secretary	the Company Secretary of LINK.
Supporters	- the Organisational Supporters and Individual Supporters of LINK, as described respectively in Articles 14 and 18.
Trustee(s)	- the Trustee(s) for the time being of LINK.
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, including electronic means.

- (b) Words importing the singular number only shall include the plural number, and *vice versa*; and
  - (c) Words importing the masculine gender only shall include the feminine gender.
  - (d) 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. LINK is established to achieve the Charitable Purposes expressed in Clause 3 of the Memorandum.

### MEMBERS

- 3. The Members of Scottish Environment LINK, an unincorporated association first constituted in February 1987, were the first Members of LINK.
- 4. Membership is open to any voluntary organisation (as defined in the version of the Operating Principles operable from time to time in terms of Article 50), whether corporate or unincorporated, which shall apply for Membership in writing to the Secretary and can confirm when so doing that it meets the following criteria (which the existing Members shall determine whether they do so meet), namely that:
  - (a) it is a voluntary non-profit-distributing organisations; and
  - (b) it is either a Scottish organisation, or has a significant separate or devolved Scottish identity; and
  - (c) its main aims, objectives and activities are and remain compatible with Clause 3(b) of the Memorandum; and
  - (d) it can demonstrate the ability to make a contribution to the work of LINK at a national level in Scotland.
- 5. Applications for membership shall, when received by the Secretary, be circulated to all existing Members, and for any such application to be accepted it must be approved by not less than two-thirds of all existing Members.
- 6. After acceptance, a new Member (if not a Member of LINK within the previous ten years) will have an introductory period of 12 months ("the introductory period") during which it will be required to pay only two-thirds of the Subscription normally due and payable. If the new Member does not wish to continue as a Member after the introductory period, it shall give written notice of this effect to LINK, to be served at least one month prior to the expiry of the introductory period, the date of termination being one calendar month after the date of such notice. If no such notice is given and received, the Member shall continue to be a normal Member after the introductory period.

7. (a) Each Member shall appoint one named representative to attend and vote on its behalf at General Meetings of LINK and one named deputy to do so only in the absence of the named representative.
- (b) With regard to a named representative, any such appointments, or subsequent changes therein, shall be intimated in writing to the Secretary and shall take effect two clear days after its receipt by the Secretary to allow sufficient time for the appointing Member to serve a copy of the notice to anyone named therein.
- (c) With regard to a named deputy, any such appointments, or subsequent changes therein, shall be intimated in writing to the Secretary and shall take effect immediately after the Secretary's receipt thereof.
8. Each Member may, with the agreement of the Chair, send observers (additional to the named representative or named deputy) to any General Meeting, but such observers shall not have a vote.
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.
10. Any Member shall *ipso facto* cease to be a Member of LINK:
  - (a) if it resigns by giving not less than one month's written notice to the Secretary of its intention to do so; or
  - (b) if it fails to pay its subscription for two complete years; or
  - (c) if notice of any resolution to wind up a Member is presented or if any Member shall be declared insolvent or if a receiver or liquidator of any Member's undertaking, property or assets or any part thereof be appointed; or
  - (c) if a resolution that a Member be removed from LINK is passed by a majority of all Members, the vote being taken at a General Meeting of which due notice specifying the intention to propose such resolution and the general grounds on which it is proposed shall have been sent to all Members, including the Member whose removal is in question, such Member being entitled to be heard at the General Meeting.
11. Any named representative or named deputy, appointed in terms of Article 6, may no longer serve as such in any one or more of the following events:
  - (a) if he or she is removed by notice from the appointing Member in terms of Article 6; or
  - (b) if by notice in writing to the Office he or she resigns his or her position; or
  - (c) 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
  - (d) if he or she becomes prohibited from being 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
  - (e) if he or she becomes of unsound mind as certified by two medical practitioners; or
  - (f) 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
  - (g) if he or she dies.

There are no Articles 12 or 13.

## **ORGANISATIONAL SUPPORTERS**

14. Any organisation which is not eligible for membership, but wishes to support LINK and to receive certain privileges may, on payment of an appropriate subscription, apply to become an Organisational Supporter of LINK.
15. Existing Subscribers eligible to become Organisational Supporters shall be entitled to become Organisational Supporters by 30 September 2011, on payment of the appropriate subscription.
16. The Board will consider all applications received by any organisation which wishes to become an Organisational Supporter and will determine and advise as soon as possible thereafter whether or not that application has been accepted or declined.
17. Organisational Supporters are not members of LINK, but shall be entitled to such privileges as the Members may from time to time determine, but they shall neither be entitled to attend any General Meeting nor to vote thereat.

## **INDIVIDUAL SUPPORTERS**

18. Private individuals who wish to support LINK may, on payment of an appropriate subscription, become Individual Supporters of LINK.
19. Individual Supporters shall be entitled to such privileges as the Members of LINK may from time to time determine, but they are not members of LINK and shall neither be entitled to attend any General Meeting or to vote thereat.

## **REGISTER OF MEMBERS**

20. The Secretary shall keep a Register of the current Members and Supporters of LINK, containing their names and postal addresses, and, in the case of the Members, of each named authorised representative and named deputy and their addresses.

## **SUBSCRIPTIONS**

21. Each Member and Supporter shall pay such annual subscription or different levels of subscription as the Members shall determine at each Annual General Meeting.
22. Only those Members whose current subscription is either paid or less than three months overdue are entitled to take part in and vote at any General Meeting.

## **GENERAL MEETINGS (Meetings of Members)**

23. The Annual General Meeting of LINK shall be held at such place and at such date and time as the Board shall determine. At least 21 clear days' notice of any General Meeting shall be given in writing to each Member. At the Annual General Meeting the business shall include:
  - (a) the consideration of an annual report of the work done by or under the auspices of LINK;
  - (b) the consideration of the annual accounts;
  - (c) the election of Officers;
  - (d) the election of the Board of Trustees;
  - (e) the fixing of the annual subscription or subscriptions;
  - (f) the appointment of the independent financial examiner;
  - (g) the transaction of such other matters as may from time to time be necessary.
24. (a) Resolutions for a General Meeting from the Board of Trustees must be included in the Notice thereof.



- (b) Resolutions for a General Meeting from any Member or Members must be submitted in writing to the Secretary not less than 42 clear days before the General Meeting at which it is to be considered and shall be included in the Notice thereof.
- 25. The Chair may at any time at his or her discretion and shall, within 28 days of receiving a written request so to do (which may consist of several documents in like form each signed by one or more requisitionists) signed by not less than 20% of Members and giving reasons for the request, call a Special General Meeting of LINK. At least 21 clear days' notice of such a meeting shall be given in writing to each Member.
- 26. 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**

- 27. The quorum at any General Meeting shall be not less than one-third of the Members.
- 28. (a) The Chair shall normally preside as chairman of all Annual General Meetings and Extraordinary General Meetings, which failing the Vice-Chair shall be chairman of the Annual General Meeting in question, which failing the Members shall choose another Trustee present to be chairman of the Annual General Meeting in question.  
(b) The chairman of the General Meeting shall have his or her own deliberative vote only if acting as a named representative or named deputy of a Member, but shall not have a casting vote.
- 29. 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. Save as otherwise provided in Article 30, all questions arising at any meeting shall be decided by a simple majority of those entitled to vote thereat. Each Member shall have one vote (to be exercised by their named representative or named deputy, appointed in terms of Article 7, as their proxy), except for Members whose subscriptions are more than three months overdue who shall not be entitled to vote (in terms of Article 22). No person shall exercise more than one vote notwithstanding that he or she may have been appointed to represent two or more interests.
- 30. (a) Resolutions relating to the following matters shall require a Special Resolution of not less than two-thirds of the Members present and voting at the meeting in question, namely:
  - (i) changing the number of Trustees in terms of Article 37; or
  - (ii) the creation of any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of LINK; or
  - (iii) the formation, acquisition or disposal of any subsidiary of LINK; or
  - (iv) the purchase or sale of, or the granting of a lease over, any heritable property owned by or leased to LINK 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.
- (b) Resolutions relating to the approval of new Members in terms of Article 5 shall require a special decision of to less than two-thirds of all existing Members (not just those present at the General Meeting in question.
- (c) Resolutions relating to the following matters shall require a Special Resolution of not less than three-quarters of the Members present and voting at the meeting in question, namely:
  - (iii) amending the Memorandum and/or these Articles in any way in terms of Article 69; or

- (iv) winding up LINK in terms of Clause (a) of the Memorandum and, where relevant, any decision requiring to be taken in terms of Clause(b) thereof.
31. A Member both of whose named representative and named deputy are unable to attend any General Meeting, notice of which has been circulated timeously, may cast their vote on specific matters by notifying the Secretary in writing not less than 72 hours in advance of the date of the General Meeting in question. The Chair shall in his or her sole discretion determine the validity of the vote of such Member and the chairman of the meeting shall cast the vote of such Member on their behalf.
32. 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.
33. Minutes of all meetings shall be kept by the Secretary. Minutes of General Meetings shall be circulated to all Members.
34. All Trustees and employees of LINK have an obligation to declare any interests which might arise in respect of dealings by themselves or by parties with whom they are connected or associated with LINK and, where such arise, to avoid conflicts of interest by way of such declaration and by ensuring that they take no part in discussions or decisions relating to such dealings.
35. (a) Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
- (b) An ordinary resolution in writing signed by or on behalf of a simple majority of all the Members shall be as valid and effective as if the same had been passed at a General Meeting of LINK duly convened and held, provided that the terms of this Article are followed.
- (c) A Special Resolution in writing signed by or on behalf of not less than 75% of all the Members shall be as valid and effective as if the same had been passed at a General Meeting of LINK duly convened and held, provided that the terms of this Article are followed.
- (d) Written resolutions may not be used either for the removal of a Trustee prior to the expiration of his or her term of office, or for the removal of an independent financial examiner prior to the expiration of his or her term of office.
- (e) Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Members).
- (f) Where such a written resolution is proposed by the Board, it must include the following express statements:
- (i) an explanation to the Members how to signify their agreement to the resolution;
  - (ii) how it can be sent back by the Members, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail);
  - (iii) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and
  - (iv) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).
- (g) Where such a written resolution is proposed by Members, the following shall apply:
- (i) the resolution must be requested by not less than 5% of the Members ("the Members' Request");
  - (ii) the Members' Request may be made in hard copy (by hand or by post) or in electronic form (by fax or by e-mail);

- (iii) the Members' Request must identify the resolution to be put to Members. The Board can reject this if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise);
  - (iv) the Members' Request can include an accompanying statement (not exceeding 1,000 words) which they can require LINK to issue with the written resolution to all Members;
  - (v) within 21 days, LINK must circulate the resolution and any accompanying statement with the express statements referred to in sub-clause (vi) hereof; and
  - (vi) LINK may charge a reasonable fee to the requesting Members to cover its costs of circulation of the Members' Request.
- (h) Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Members.
  - (i) Once a Member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

### **BOARD OF TRUSTEES**

36. Whilst the Members are responsible for the policy and overall management of LINK, they may delegate any of their functions to the Board of Trustees as they may decide from time to time. The Board of Trustees shall direct and manage the affairs of LINK and be responsible for its financial and day-to-day administration. Without prejudice to the foregoing generality, the Board of Trustees shall:
- (a) appoint, job describe, fix the remuneration of and ensure the line management of staff and be responsible for staff welfare;
  - (b) give one of the members of staff the function of the Secretary, who shall normally attend and contribute to all meetings but may not vote;
  - (c) ensure the appropriate management of LINK's resources (including property and finances) and the regular reporting thereof to members;
  - (d) report to the Members at each Annual General Meeting; and
  - (e) expedite any other matters that may be delegated to it from time to time by the Members in General Meeting.
37. Unless otherwise determined by Special Resolution in terms of Article 30 (a) (ii) at a General Meeting, the number of Trustees shall not be less than five nor more than twelve.
38. (a) The Board of Trustees shall comprise:
- (i) up to nine individual persons (not restricted to the named representatives or named deputies of Members appointed in terms of Article 6) to be elected as Elected Trustees by the Members in terms of this Article; and
  - (ii) up to two individual persons co-opted as Co-opted Trustees in terms of Article 39; and
  - (iii) up to two additional Co-opted Trustees if and to the extent that the provisions of Article 42(d) and/or (e) apply.
- (b) At each Annual General Meeting, one-third of the Elected Trustees (or the nearest number downwards) shall retire from office. An Elected Trustee so retiring shall retain office until the close or adjournment of the meeting. A retiring Elected Trustee shall be eligible for re-election after one or two terms of office, but (except where Article 42(c) applies) no Elected Trustee can serve more than three consecutive terms of office without at least one year out of office before being eligible again.

- (c) The Elected Trustees 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 Elected Trustees 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 Elected Trustee shall be in writing by not less than any two Members of LINK, with the nominee confirming also in writing his or her willingness to act as an Elected Trustee if elected. To be valid, all nominations must be delivered to the Secretary not less than seven days prior to the date of the Annual General Meeting in question.
  - (e) Election of any Elected Trustee shall be by vote of the Members (to be exercised by their named representative or named deputy appointed in terms of Article 6) present at the Annual General Meeting. Each Member shall have one vote for each vacancy for Elected Trustees on the Board of Trustees.
  - (f) In the event of any casual vacancy arising as a result of the retiral (in terms of Article 41) of any Elected Trustee, the Board may fill such vacancy until the next Annual General Meeting.
39. The Board of Trustees may from time to time, by a decision of not less than two-thirds of the Trustees present and voting at the Board meeting in question, co-opt up to two individuals (also not restricted to the named representatives or named deputies of any Members appointed in terms of Article 6) to serve on the Board of Trustees as Co-opted Trustees, from the date of co-option until the next Annual General Meeting, provided that the maximum number referred to in Article 37 be not exceeded thereby. A Co-opted Trustee can be re-co-opted at such next Annual General Meeting. A Co-opted Trustee can be removed from office at any time by a simple majority of the Board of Trustees. A Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.
40. The Board of Trustees may invite anyone to attend its meetings as observers, to partake in discussion but not to vote thereat.
41. Any Trustee shall *ipso facto* be required or deemed to retire as a Trustee:
- (a) if by notice in writing to the Secretary he or she resigns his or her office; 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 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 of such certification; or
  - (d) if he or she absents himself or herself from the meetings of the Board of Trustees during a period of six months without special leave of absence from the Board of Trustees; or
  - (e) if he or she without the consent of the Members in General Meeting holds any office of profit under LINK, except as permitted within the terms of Clause 5 (b) of the Memorandum; or
  - (f) if he or she is directly or indirectly interested in any contract with LINK and fails to declare the nature of his or her interest; or
  - (g) if he or she ceases to be ordinarily resident in Scotland; or
  - (h) if he or she is prohibited from being a charity trustee by virtue of Section 69(2) of the Charities and Trustee Investment (Scotland) Act 2005 (and every statutory modification and re-enactment thereof); or
  - (i) if, in terms of Section 66(5) of the Charities and Trustee Investment (Scotland) Act 2005 (and every statutory modification or re-enactment thereof), he or she is considered by the Board to have been in serious or persistent breach of

- either or both of the duties listed in Sections 66(1) and 66(2) of that Act (or any statutory modification or re-enactment thereof); or
- (j) if he or she dies.

### OFFICERS

42. (a) At each Annual General Meeting, having elected Trustees in terms of Article 38, the Members shall elect from the Elected or Co-opted Trustees:
- (i) a Chair;
  - (ii) a Vice-Chair;
  - (iii) the Treasurer; and
  - (iv) such other Officers as the Board shall from time to time determine. (hereinafter called "the Officers").
- (b) The Chair does not require to be a named representative of a Member, but the Vice-Chair must be a named representative.
- (c) Where an Elected Trustee has reached the end of his or her third term of office as a Trustee (and would normally be required to retire in terms of Article 38(b)) and has demonstrated competence as a Trustee, and has the support of a majority of the other Trustees, then he or she would be eligible to serve up to the full length of a fourth term as Trustee for so long as he or she is elected annually as Chair by the Members at each Annual General Meeting during that term.
- (d) As a measure of last resort, where it has not been possible to recruit a suitable Chair by normal means in terms of this Article, it will be permissible for the Members at a General Meeting, on a recommendation from the Board of Trustees, specifically to co-opt an additional Co-opted Trustee to be Chair to serve until the next Annual General Meeting.
- (e) As a measure of last resort, where it has not been possible to recruit a suitable Treasurer by normal means in terms of this Article, it will be permissible for the Members at a General Meeting, on a recommendation from the Board of Trustees, specifically to co-opt an additional Co-opted Trustee to be Treasurer to serve until the next Annual General Meeting.
43. At each Annual General Meeting, the Members shall, on any recommendation given to them by the Board, elect a President. The President does not need to be, nor would usually be, a Trustee, or someone involved in the day-to-day running of LINK, or a named representative of a Member. Instead, the President would be selected as an individual who is able to act as an effective representative of LINK nationally, albeit in close co-ordination and liaison with the Chair and the Board.

### PROCEEDINGS OF THE BOARD OF TRUSTEES

44. The quorum at any meeting of the Board of Trustees shall be not less than one-half of its membership. A Trustee shall not be counted in the quorum of any meeting in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.
45. (a) Meetings of the Board of Trustees 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) A Trustee may, and on the request of a Trustee the Secretary shall, at any time, summon a meeting of the Board of Trustees by notice served upon all Trustees, to take place at a reasonably convenient time and date.
46. The Chair shall normally preside as chairman of all meetings of the Board of Trustees, which failing the Vice-Chair shall be chairman of the meeting in question,

- which failing the meeting in question shall be adjourned until either the Chair or Vice-Chair is available to chair the meeting.
47. 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. Each Trustee shall have one vote and decisions shall be made by a simple majority of votes of Trustees present. In case of an equality of votes, the chairman of the meeting shall not have a casting vote.
  48. The Board of Trustees may delegate any of its powers to sub-committees (and/or sub groups) consisting of not less than one Trustee 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 Trustees. 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 Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Board of Trustees. Such sub-committee shall regularly and promptly circulate the minutes of its meetings to all Trustees.
  49. The Board of Trustees may from time to time propose to the Members that it appoints certain LINK Task Forces to take forward key focus areas of LINK's work programme on such terms as it thinks fit and subject to such Task Force Guidelines therefor as it may promulgate and review from time to time.
  50. The Board of Trustees may from time to time promulgate and review LINK's Operating Principles, subordinate at all times to the Memorandum of Association and these Articles, to provide additional explanation of some constitutional points as well as guidance to members and applicant bodies on what LINK can and cannot provide, what this 'collective' requires of its individual members to be effective, and definition of its 'modus operandi'. In case of doubt, interpretation of these operating principles is a matter for decision at a meeting of LINK, to judge in the interests of LINK as a whole.
  51. Minutes of all meetings shall be kept by the Secretary and shall be circulated to all Trustees. Any such minutes of any meeting, if purporting to be signed after approval thereof, either 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.
  52. A resolution in writing (whether one single document signed by all Trustees or all the members of any sub-committee of the Board of Trustees who are entitled to receive notice of a meeting of the Board of Trustees or of such sub-committee or whether several documents in the same form each signed by one or more Trustees 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 Trustees or of such sub-committee duly convened and constituted.
  53. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to LINK, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Trustees shall from time to time by resolution determine. The banking account or accounts of LINK shall be kept in such bank or building society and/or banks or building societies as the Board of Trustees shall from time to time by resolution determine.

#### **CONFLICTS OF INTEREST**

54. (a) All Trustees and employees of LINK 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 Trustees shall instruct the Secretary to maintain a Register of Interests which shall be open for inspection at the Office by both the Board of Trustees and members of LINK and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

#### **SECRETARY**

55. The Secretary shall be appointed by resolution of the Board of Trustees 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.
56. The Board of Trustees may from time to time appoint a Minute Secretary or Secretaries for the purposes of Articles 33 and 51.

#### **ACCOUNTS**

57. The Board of Trustees shall cause accounting records to be kept in accordance with the requirements of the Act. The Treasurer shall oversee the finances of the Association and report regularly thereon to the Board and at least annually to the Members.
58. The accounting records shall be kept at the Office, or at such other place or places as the Board shall think fit, and shall always be open to the inspection of Trustees.
59. Once at least in every year the accounts of LINK shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by an independent financial examiner, who shall be appointed annually by the Members on the recommendation of the Board.
60. (a) At each Annual General Meeting in every year the Board shall lay before the Members 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 LINK together with a proper balance sheet made up as at the same date.
- (b) Every such balance sheet shall be accompanied by proper reports of the Board of Trustees, the Treasurer and the independent financial examiner .
- (c) 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.

#### **HON. FELLOWS**

61. The Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Fellows of LINK, who would be appointed either for such fixed period as the Members may determine or until the next Annual General Meeting at which such an appointment may be terminated or continued as they decide then. The Honorary Fellow or Fellows would be entitled to receive notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

## NOTICES

62. A notice may be served by LINK 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.
63. Any member described in Register of Members by an address not within the United Kingdom shall either give to LINK 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 LINK from time to time.
64. 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.
65. A member present at any meeting of LINK shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
66. The business of LINK and all its correspondence with and notification to or from members may, notwithstanding the terms of any Article hereof (including Articles 62 and 64), be conducted equally validly and effectively as by post if transmitted by fax or e-mail to or from any member of LINK (except where that member specifically requests all such correspondence and notification by post only) or otherwise if publicised on LINK's website on the Internet where LINK 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.

## STATEMENTS

67. Statements should not be issued on behalf of LINK which purport to be unanimous where unanimity is not present.

## INDEMNITY

68. Subject to the provisions of Section 310 of the Act, Trustees, or of any sub-committee, the Secretary and all other officers or servants for the time being of LINK shall be indemnified out of the funds of LINK 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 LINK 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 Trustee 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 LINK through the insufficiency or deficiency of title to any property acquired for or on behalf of LINK or for the insufficiency or deficiency of any obligation of security in or upon which any of the funds of LINK 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 trust.



## ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION

69. Any alterations to the Memorandum of Association or these Articles shall require the decision of not less than three-quarters of all Members present and voting at any General Meeting called *inter alia* for the purpose and the terms of Article 24 shall apply in respect of prior submission, except where the alteration is proposed by the Board, and the terms of Article 23 shall apply in respect of due notice.

## DISSOLUTION

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