



Jordanhill School



Memorandum and Articles of Association 2020

Charity Registration Number SCO 04463

Page Contents

| | |
|--|---------|
| Memorandum of Association | 3 – 6 |
| Articles of Association | |
| Interpretation | 7 |
| Members | 8 - 9 |
| Notice of General Meetings | 9 |
| Proceedings at General Meetings | 9 - 10 |
| Board of Managers | 11 - 12 |
| Powers and Duties of the Board of Managers | 13 - 15 |
| Accounts | 15 - 16 |

THE COMPANIES ACT

Company Limited by Guarantee and not having a Share Capital

- (1) The name of the company is Jordanhill School.
- (2) The Company's registered office is to be situated in Scotland.
- (3) The Company is established solely to provide educational facilities in the City of Glasgow and its environs and in particular for the following purposes:
 - (i) To provide a school for boys and girls in Glasgow.
 - (ii) To provide a non-denominational, non-fee-paying, primary and secondary education suitable to the age, aptitude and ability of all pupils attending the school.

And for the purposes aforesaid:

- (a) To purchase or otherwise acquire and take over the whole or any part of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies, which the Company may lawfully acquire, having objects similar to those of the Company and to amalgamate with any such companies, societies, associations or bodies.
- (b) To purchase, take on feu, lease, hire, take in exchange and otherwise acquire any heritable or real or personal property and any rights, privileges or licenses necessary, convenient or advantageous for the purposes of the activities of the Company, and to construct, alter and maintain any houses or buildings or other property required for such purposes; and to sell, manage and improve, develop, repair lease or otherwise let on hire, exchange, mortgage, charge, dispose of or otherwise deal with all or any of such property, rights or privileges.
- (c) To improve, manage, develop, turn to account, and otherwise deal with all or any part of the undertaking, property, and rights of the company.
- (d) 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 Company.
- (e) To borrow or raise money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person.
- (f) To make grants or loans to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- (g) To draw, make, accept, endorse, discount, negotiate, execute, and issue cheques, promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments and to operate Bank Accounts.
- (h) To invest the monies of the Company not immediately required for the purposes of its activities in such investments, securities or property and in such a manner as may be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of any vary such investments, securities or property.

- (i) To employ and remunerate such persons as may from time to time be considered expedient for the furtherance of these objects and to make provisions for pensions and other related benefits for such employees and former employees and the widow and dependants of any such individuals.
- (j) To effect insurance against risks of all kinds.
- (k) To enter into any arrangement or to act in concert with any organisations, government or authority which may be advantageous for the purposes of the activity of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession.
- (l) To promote any Act of Parliament, Provisional Order and other authority to enable the Company to carry on its activities, alter its constitution and achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's interests.
- (m) To enter into partnership or any other arrangement for sharing profit, co-operation, or mutual assistance with any charitable or benevolent body, whether incorporated or unincorporated.
- (n) To establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on.
- (o) To purchase, amalgamate with or otherwise acquire and take over all or any part, which the Company may lawfully acquire or take over, of the property, assets, liabilities, and engagements of any one or more charitable companies, societies, associations or bodies, whether incorporated or not, having objects similar to those of the Company
- (p) To transfer all or any part of the undertaking, property, and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate.
- (q) To subscribe and make contributions to or otherwise support charitable or benevolent bodies, whether incorporated or unincorporated, and to make donations for any public purpose connected with the activities of the Company
- (r) To accept subscriptions, grants, donations, gifts, legacies, and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company.
- (s) 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 Company whether by way of subscriptions, grants, loans, donations or otherwise.
- (t) To promote, encourage and undertake educational research and to assist in the dissemination of research findings.
- (u) To print and publish any newspapers, periodicals, books or leaflets necessary for the promotion of the objects of the Company.
- (v) To provide and sell refreshments of all kinds, printed matter and the like and articles and commodities of whatsoever nature to persons visiting or frequenting the premises or places used or occupied for the purposes of the Company.
- (w) To undertake and execute any charitable trust which may lawfully be undertaken by the company and may be conducive to its objects.

- (x) To manufacture, buy, sell, rent, let on hire and deal in all articles and commodities, of whatsoever nature as may be deemed suitable or desirable for promoting the objects of the Company.
 - (y) To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, and conferences to further the objects of the Company.
 - (z) To pay from the funds of the Company the costs, charges, and expenses of and necessary for the formation and registration of the Company.
 - (aa) To do anything which may be deemed incidental or conducive to the attainment of any of the objects of the Company provided that;
 - (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as is allowed by law, having regard to such trusts.
 - (ii) The objects of the Company shall not extend to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union.
- (4) (a) Subject to Clause 4(b):
- (i) The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of its objects as set forth in Clause 3 of this Memorandum of Association.
 - (ii) No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus, Manager's fee or otherwise howsoever by way of profit, to the members of the Company.
- (b) The Company shall, notwithstanding the provisions of Clause 4(a), but subject to Clause 4(c), be entitled:
- (i) To pay reasonable and proper remuneration to any Member of the Board of Managers, Member, Officer, or Employee of the Company in return for services actually rendered to the Company.
 - (ii) To pay interest, at a rate not exceeding the commercial rate, on money lent to the Company by any Member of the Board of Managers, Member, Officer or Employee of the Company.
 - (iii) To pay rent at a rate not exceeding the open market rent for the premises let to the Company by any Member of the Board of Managers, Member, Officer or Employee of the Company.
 - (iv) To purchase assets at not more than market value from or sell assets at not less than market value to any Member of the Board of Managers, Member, Officer or Employee of the Company.
 - (v) To pay out-of-pocket expenses reasonably incurred on behalf of the Company by any Member of the Board of Managers, Member, Officer or Employee of the Company.

Powers contained in Clause 4 (b) may be exercised on condition that;

(c) (i) No person shall be entitled to vote on a resolution nor be in attendance during that part of a meeting concerning his own appointment to any office of the company or any payment made or to be made to him by the Company.

(ii) Notwithstanding anything contained in the Articles of Association of the Company no resolution relating to payments to any Members or Member of the Board of Managers or to any Member of the Company shall be effective unless it is passed at a meeting of the Board of Managers at which there are present a quorum which comprises seven Members of the Board of Managers and a majority, of voting members of the Board of Managers who are not remunerated for services being rendered to the Company.

(5) The liability of the members is limited.

(6) Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves.

(7) (i) If on the winding up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does Clause 4 of this Memorandum of Association.

(ii) The body or bodies to which property is transferred under Clause 7(i) shall be determined by the members of the Company at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

(iii) To the extent that effect cannot be given to the provisions of Clauses 7(i) and 7(ii), the relevant property shall be applied by some other charitable object or objects.

(8) (i) Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums or money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the property, credits and liabilities of the Company; such accounting records shall be open to inspection at all times by any Member of the Board of Managers of the Company.

(ii) Once at least in every year, the Accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall make a report to the members on the Accounts examined by them and on every balance sheet and income and expenditure Account, copies of which are to be laid before the Company in general meeting.

THE COMPANIES ACT

Company Limited by Guarantee and not having a Share Capital Articles of Association of Jordanhill School

INTERPRETATION

1. In these regulations:

"the Company" means the above-named Company.

"The Act" means the Companies Act, 2006, including any statutory modification or re-enactment of any of the provisions thereof.

"the Articles" means the Articles of the Company.

"the Board of Managers" means the members for the time being of the Board of Managers hereby constituted to act as the committee of management or governing body of the Company.

"the Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"parent" means the parent or guardian of a child enrolled at Jordanhill School.

"the Staff Association" means that Association which represent the Staff of the school and is recognised as such by the Company.

"the Auditor" means the person or firm appointed from time to time to act as auditor of the Company within the provisions of the Act.

"clear days" in relation to the period of a 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 to take effect.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"the seal" means the Common Seal of the Company.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these requirements become binding on the Company.

Unless the context otherwise requires, references to and expressions implying one gender shall include all other genders and identities.

Expressions referring to writing shall unless the contrary intention appears be construed as including references to typewriting, printing, lithography, and other modes of representing or reproducing words in a visible form, including email and other forms of electronic communication.

MEMBERS

2. (a) The number of members with which the Company is registered is unlimited.
- (b) The subscribers to the Memorandum of Association of the Company and other such persons as are admitted to membership in accordance with the Articles shall be members of the Company.
3. There shall be two classes of members, namely:
 - (a) Ordinary members who shall be the parents¹ of pupils enrolled at Jordanhill School. Each ordinary member shall have one vote at general meetings of the Company.
 - (b) Associate members who shall be employees of Jordanhill School. Associate members shall have the right to attend general meetings of the Company but shall have no right thereat to vote, nominate or be elected to office as an office bearer of the Company or Member of the Board of Managers. This does not prejudice their right to be appointed to the Board of Managers as provided in Article 32 hereof.

The qualifications of both ordinary and associate members shall be their due admission as such in terms of Article 5 hereof, and their membership shall continue until terminated under one or other of the provisions of Article 6 hereof.

4. Employees of Jordanhill School who are also the parents of pupils enrolled at the School shall be eligible only to be Associate members of the Company.
5. Applications for membership shall be in writing and signed by the applicant. The Secretary shall, upon the due admission of an applicant by the Board of Managers or in accordance with such delegated procedure as the Board of Managers may from time to time authorise, enter the name of the applicant in the books of the Company and upon such entry such applicant shall become an ordinary member or associate member, as appropriate.
6. Membership of the Company shall automatically terminate:
 - (a) On the death of a member or if a member becomes of unsound mind.
 - (b) If an ordinary member of the Company ceases to be the parent of a pupil enrolled at Jordanhill School unless that member is an elected member of the Board of Managers in which case membership will continue until the Annual General Meeting immediately following up to a maximum of 6 months following the date at which they cease to be a parent.
 - (c) If an associate member ceases to be a member of the staff of Jordanhill School, but without prejudice to that person's right to apply to become an ordinary member of the Company.
 - (d) If the Board of Managers shall resolve to expel a member, but subject to the right of such member to appeal against the expulsion at the next general meeting of the Company.

No right or privilege of any member shall be in any way transferable, but all such rights and privileges shall cease upon the member ceasing to be such whether by death or otherwise.

7. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Board of Managers shall appoint.

¹ Throughout "parent" refers to the parent, carer, or legal guardian of the child.

8. All general meetings other than annual general meetings shall be called extraordinary general meetings.
9. An extraordinary general meeting shall be convened by the Board of Managers on requisition by members under Section 303 of the Act or on requisition by a resigning auditor in terms of Section 518 of the Act.
10. Subject to articles 7 and 9, the Board of Managers may, convene general meetings whenever they think fit.

NOTICE OF GENERAL MEETINGS

11. An annual general meeting and an extraordinary general meeting convened for the passing of a special resolution shall be called by at least 21 clear days notice. Any meeting convened for the passing of a resolution requiring special notice shall be called by at least 28 clear days notice all other extraordinary cancelled meetings shall be called by at least 14 days clear notice.
12. A notice convening a meeting shall specify the time and place of the meeting; it shall also state the terms and proposer. If any resolution which is to be proposed as a special resolution or extraordinary resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.
13. Notice of every general meeting shall be given to all the members of the Company; such notice shall be e-mailed to each member at his or her e-mail address as last notified to the Company. Notice of every such general meeting shall also be given to the members of the Board of Managers and to the Auditor for the time being of the Company.
14. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. A quorum shall be not less than 40 current ordinary members of the Company, personally present.
16. If the quorum required under the preceding article is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened upon the requisition of members, shall be dissolved and in any other case shall stand adjourned to such time and place as the Convener of the meeting may determine.
17. The Convener of the Company, who failing the Vice-Convener shall preside as Convener at every general meeting of the Company. If neither the Convener nor the Vice-Convener shall be present and willing to act within 15 minutes after the time appointed for the holding of the meeting, the ordinary members present shall choose some other member of the Board of Managers or, if no such member shall be present and willing to act, they shall choose some other attending ordinary member of the Company to act as Convener.
18. A member of the Board of Managers shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
19. The Convener 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.
20. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.

21. Where a meeting is adjourned for thirty days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted; if any other case, it shall not be necessary to give any notice of an adjourned meeting.
22. A resolution put to the vote of a meeting shall be decided on a show of hands by a majority of the members present in person and entitled to vote unless before, or on the declaration of the result of, the show of hands a poll is demanded by the Convener or by at least two members having the right to vote at the meeting.
23. Unless a poll is demanded in accordance with the preceding article, a declaration by the Convener that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, shall be conclusive and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
24. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Convener; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.
25. If a poll is demanded in accordance with Article 22, it shall be taken at such a time and place and in such a manner as the Convener of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that upon which a poll has been demanded.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the Convener of the meeting shall be entitled to a second or casting vote.
28. The proceedings at any general meeting of the Company shall not be invalidated by the subsequent discovery of any defect in the qualification of any member voting thereat.
29. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered; any such objection shall be referred to the Convener of the meeting whose decision shall be final and conclusive.
30. Every ordinary member of the Company shall have one vote which must be given personally whether on a show of hands or on a poll.
31. The business of the Annual General Meeting shall include following items:
 - (a) The presentation of a report by the Board of Managers.
 - (b) The presentation of the audited accounts of the Company for the preceding financial year for adoption.
 - (c) A report on the election of members of the Board of Managers
 - (d) The appointment of an auditor or auditors.

BOARD OF MANAGERS

32. The Board of Managers shall consist of:
- (a) 7 ordinary members of the Company who shall be elected by a ballot of the ordinary members of the Company.
 - (b) 3 members of the staff of Jordanhill School will be nominated by the Staff Association of Jordanhill School. The Secretary may not be nominated by the Staff Association to serve as a member of the Board of Managers.
 - (c) At the discretion of the other Board members, one elected member of Glasgow City Council or its successor body having responsibility for the Provision of education, for the ward within which Jordanhill School is situated, ex officio, who shall have no voting rights. The Board shall appoint said member by whatever means it deems appropriate pertinent to the circumstances at that time.
 - (d) The Rector of Jordanhill School ex officio, who shall have no voting rights.
33. Not less than ten weeks prior to the date of the annual general meeting, the Secretary shall invite written nominations from the ordinary members. Written notice of nominations for the election must have been sent to the Secretary not later than five weeks before the relevant meeting. Should the number of nominations exceed the number of vacancies, the election shall be conducted by secret ballot amongst the ordinary members of the Company in accordance with such arrangements as may be laid down from time to time by the Returning Officer who will be the Secretary. The determination by the Convener, who failing the Vice Convener that a member or members has or have been duly elected shall be final and binding.
34. Members duly elected to the Board of Managers under Article 32 shall hold office for an initial period of three years after which they shall retire but shall be eligible for re-election for a further period of three years. No such person shall hold office for more than six consecutive years.
35. The Board of Managers may co-opt members to fill any vacancies which arise among the elected members. Such co-opted members must themselves be ordinary members of the Company and shall hold office until the next annual general meeting of the Company, when they shall be subject to election as provided in Article 33 hereof.
36. (a) The Board of Managers may co-opt additional persons who shall be supernumerary to the numbers prescribed in Article 32 above who shall hold office for such period as the Board of Managers consider appropriate and whose co-option shall be reviewed annually at the first meeting of the Board of Managers occurring after each general meeting of the Company. Persons so appointed shall be entitled to vote.
- (b) In exercising the power of co-option under (a) above, the Board of Managers shall have regard to the desirability of strengthening the professional expertise of the Board.
- (c) The Board may also appoint suitably qualified persons to act as professional advisers to the Board. Such advisers may attend and participate fully in meetings of the Board and its sub-committees but may not vote on resolutions.
37. Office bearers shall be appointed from among the members of the Board of Managers to hold the offices of Convener, Vice-Convener and Honorary Treasurer. Each such office shall be held, subject to Article 39, until the conclusion of the annual general meeting which next follows appointment.
38. The appointment of office bearers under the preceding article shall, subject to Article 41, be made at a meeting of the Board of Managers held as soon as reasonably practicable after each annual general meeting.

39. An office bearer whose period of office expires under Article 40 may be re-appointed to such office provided he is willing to act.
40. The appointment of any member as an office bearer shall terminate automatically when he ceases to be a Member of the Board of Managers or if he resigns from such office by notice to the Company.
41. If the appointment of any elected member as an office bearer terminates under the preceding Article, the Board of Managers shall, at a meeting held as soon as reasonably practicable after such termination, appoint another elected member to hold such office in his place; a member so appointed shall (subject to Article 42) hold such office until the conclusion of the first annual general meeting which follows such appointment.
42. A member of the Board of Managers shall cease to be a member of the Board of Managers:
- (a) Immediately if he becomes bankrupt.
 - (b) Immediately if he becomes prohibited by law from being a director.
 - (c) Immediately if he becomes of unsound mind.
 - (d) Immediately if expelled from membership under the terms of Article 6(d).
 - (e) Within 6 months if as an elected member of the Board of Managers he ceases to be an ordinary member of the Company. Membership will continue until the Annual General Meeting immediately following up to a maximum of 6 months following the date at which they cease to be an ordinary member.
 - (f) If he is a member of the Board of Managers nominated by the Staff Association of Jordanhill School and either:
 - (i) written notice is received from the Secretary of the Staff Association that his nomination is withdrawn
 - or
 - (ii) he ceases to be a member of the staff of Jordanhill School.
 - (g) If he is absent from more than three consecutive meetings of the Board of Managers and the Board resolves to remove him from office.

POWERS AND DUTIES OF THE BOARD OF MANAGERS

43. Subject to the provisions of the Act, the Memorandum of Association and these Articles and to any directions, being not inconsistent with the aforesaid provisions as may be prescribed by the Company in general meeting, the business of the Company shall be managed by the Board of Managers who shall be responsible for carrying out the policy of the Company and for the administration, management and control of the affairs and property of the Company and generally may exercise all such powers of the Company and do on its behalf all such acts as may be exercised and done by the Company.

The Board of Managers shall appoint and employ such officers and staff as they consider necessary and shall (subject to the provisions of the Memorandum of Association) regulate their duties and fix their salaries.

All cheques, promissory notes, drafts, bill of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Managers shall from time to time determine.

The Board of Managers may exercise all the powers of this Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and to grant mortgages, charges or Standard Securities over its undertakings and property or any part thereof, and to give security for the payment of money by, or the performance of other obligations of the Company or any other charitable body.

44. No alteration of the Memorandum of Association and of these Articles and no direction given by the Company in general meeting shall invalidate any prior act of the Board of Managers which would have been valid if that alteration had not been made or that direction had not been given.
45. A meeting of the Board of Managers at which a quorum is present may exercise all powers exercisable by the Company.
46. Subject to the provisions of these Articles the Board of Managers may regulate their proceedings as they think fit.
47. Any two members of the Board of Managers may call a meeting of the Board or request the Secretary to call of a meeting of the Board.
48. The Board of Managers shall meet at least six times in each year.
49. The quorum necessary for the transaction of the business of the Board of Managers shall (subject to Article 51) be seven.
50. No member of the Board of Managers who is an employee of Jordanhill School shall be entitled to vote on a resolution nor be in attendance at that part of a meeting concerning his own appointment to any office of the Company or any payment made or to be made to him by the Company.
51. No Resolution relating to payments to any member of the Board of Managers or to any member of the Company shall be effective unless it is passed at a meeting at which there are present a quorum as prescribed in Article 49 and a majority of voting members who are not remunerated for services being rendered to the Company.
52. Questions asked at a meeting of the Board of Managers shall be decided by a majority of votes; in the case of an equality of votes, the Convener shall have a second or casting vote.
53. The continuing members of the Board of Managers may act notwithstanding vacancies but if the number of remaining members is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies or of calling a general meeting.

54. Unless he is unwilling to do so, the Convener shall preside at every meeting of the Board of Managers at which he is present.
55. If the Convener is unwilling to preside at the meeting or if not present within fifteen minutes after the time appointed for the meeting, the Vice-Convener shall preside; if the Vice-Convener is not willing to preside or is not present within fifteen minutes after the time appointed for the meeting the members present may appoint one of the elected members to preside.
56. All acts done by a meeting of the Board of Managers or by a committee of the Board of Managers or by a member of the Board acting in such capacity shall, notwithstanding that it is afterwards discovered there was a defect in the appointment of any member to the Board or that any member was disqualified from holding office 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 member of the Board of Managers and had been entitled to vote.
57. The Board of Managers (and likewise any subsidiary committee or group) shall have the power to invite to its meetings Assessors or other representatives from professional or statutory bodies. Such Assessors or representatives may join in the deliberations of the meeting but shall have no voting rights.
58. A member of the Board of Managers shall not vote at a meeting of the Board or at a meeting of a subsidiary committee of the Board on any Resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.
59. For the purposes of the preceding article, an interest of a person who is, for any purpose of the Act, connected with member of the Board of Managers shall be treated as an interest of that member.
60. If a question arises at a meeting of the Board of Managers or at a meeting of a subsidiary Committee of the Board as to the right of a member to vote, the question may, before the conclusion of the meeting, be referred to the Convener of the meeting; his ruling in relation to any member other than himself shall be final and conclusive.
61. The Board of Managers shall have power to set up two categories of subsidiary committee as follows:
- (i) Executive Committees, which are to be chaired by a voting member of the Board of Managers and shall include two or more voting members of the Board of Managers. No Executive Committee shall be given power to co-opt more than one half of the total membership.
 - (ii) Advisory Committees, which are to be chaired by a voting member of the Board of Managers and shall include two or more voting members of the Board of Managers. No Advisory Committee shall be given power to co-opt more than two thirds of its total membership.
- The Board of Managers shall determine the terms of reference, powers, duration, and composition of the subsidiary committees.
62. Any delegation of powers under the preceding Article may be made subject to such conditions as the Board of Managers may impose and may be revoked or altered.
63. Subject to any condition imposed in pursuance of the preceding Article, the proceedings of a committee consisting of two or more members of the Board of Managers shall be governed by the Articles regulating the proceedings of meetings of the Board of Managers so far as they are capable of applying.
64. The following matters shall be excluded from delegation to any committee.

- (a) any introduction of a new policy or any change in policy which could have a significant impact on the Company, or which would fall within the responsibility of another committee or conflict with the declared policy of another Committee.
 - (b) any matter involving expenditure not in accordance with the financial regulations of the Company.
 - (c) any capital building project.
65. Subject to the provisions of the Act, the Secretary shall be appointed by the Board of Managers for such term, at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by the Board of Managers.
66. The Board of Managers shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meeting of the Board of Managers and meetings of subsidiary committees a minute of a meeting of the Board of Managers or of a committee of the Board of Managers shall include the names of the members present.
67. The Common Seal of the Company shall not be affixed to any instrument except by the authority of the Board of Managers and every instrument to which the Common Seal shall be affixed shall be signed by a member of the Board of Managers and shall be counter-signed by the Secretary or by a second member of the Board of Managers.

ACCOUNTS

68. The Board of Managers shall cause proper books of account to be kept with respect to: -
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) All sales and purchases of goods by the Company, and
 - (c) The assets and liabilities of the Company.
- Proper books shall not be deemed to be kept if there are not kept books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
69. The books of account will be kept at the Registered Office of the Company or, subject to Section 222 of the Act, at such other place as the Board of Managers shall think fit, and shall always be open to the inspection of the members of the Board of Managers.
70. The Board of Managers shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company shall be open to the inspection of members not being members of the Board of Managers. No member, not being a member of the Board of Managers, shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board of Managers or by the Company in general meeting.
71. The Board of Managers shall from time to time in accordance with section 235 of the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in this section.
72. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of, the Auditor's report, shall not less than 21 days before the date of the meeting be sent to all persons entitled under Article 13 to receive notice of such meeting.

73. Once at least in every year the accounts of the Company shall be examined, and the correctness of the income and expenditure account and the balance sheet ascertained by the Auditor. Unless or until otherwise resolved by the Board of Managers, the accounting year shall run from 1st April to 31st March in the following year.
74. The auditor shall be appointed and his or her duties regulated in accordance with Section 384 to 391 of the Act.
75. Clause 7 of the Memorandum of Association of the Company shall have the effect as if the provisions thereof were repeated in these Articles.