Company number: SC355969

THE COMPANIES ACT 2006

Company limited by guarantee
and not having a share capital

MEMORANDUM & ARTICLES of ASSOCIATION

of

Kinross Curling Trust

Incorporated on 4 March 2009
and amended on 2 February 2014 and 26th August 2021

Scottish Charity Number SC040599

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

THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

MEMORANDUM of ASSOCIATION

of

Kinross Curling Trust

The Memorandum of Association sets out the Charitable Purposes of the Company 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.

NAME

1. The name of the company is "Kinross Curling Trust" ("the Trust").

REGISTERED OFFICE

2. The Registered Office of the Trust is situated in Scotland.

DEFINITIONS

3. The definitions and meanings specified in Article 1(b) of the Trust's Articles of Association shall have effect as if repeated in this Memorandum of Association.

CHARITABLE PURPOSES

4. The Charitable Purposes of the Trust ("the Charitable Purposes") in relation to sport, and primarily the sport of Curling, are:
   (a) to provide or assist in the provision of recreational facilities, or to organise or assist in the organisation of the recreational facilities, with the object of improving the conditions of life for the public generally;
   (b) to encourage and actively promote public participation; and
   (c) to provide training, coaching and education not only for those participating in sport but also the public generally about sport generally and Curling in particular and the health and fitness benefits of participating; and
   (d) to promote community participation in healthy recreation, in particular by playing the sport of Curling.

POWERS

5. The Trust shall have the following powers (but only in furtherance of the Charitable Purposes):

   Specific

   (a) to develop, promote, operate and manage sports facilities, primarily for the sport of Curling;

(b) to promote public and community participation in sport, in particular the sport of curling;

General

(c) to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Trust to achieve the Charitable Purposes;

(d) to provide advice, consultancy, training, tuition, expertise and assistance;

(e) to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;

(f) to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;

Property

(g) to purchase, take on lease, hire, or otherwise acquire any property suitable for the Trust and to 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 or other appropriate management and operation of the Trust's property;

(h) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;

(i) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

Employment

(j) to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Trust;

Funding and Financial

(k) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust;

(l) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;

(m) to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Trust and/or in support of any obligations undertaken by the Trust;

(n) to set aside funds not immediately required as a reserve or for specific purposes;

(o) to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Trust in such investments as may be considered appropriate and to dispose of, and vary, such investments;

(p) to make grants or loans of money and to give guarantees;

(q) to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Services Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers or investment or such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Trust in nominee names, but subject always to the provisions of the Charities Act;

Development

(r) to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;

(s) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;

(t) to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Trust and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;

(u) to enter into contracts to provide services to or on behalf of others:

Insurance and Protection

(v) to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);

(w) to oppose, or object to, any application or proceedings which may prejudice the interests of the Trust;

Ancillary

(x) to pay the costs of forming the Trust and its subsequent development;

(y) to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and

(z) to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

Declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal.

CONSTRAINTS ON PAYMENTS OR BENEFITS TO MEMBERS

6. (a) The income and property of the Trust shall be applied solely towards promoting the Charitable Purposes.

(b) No part of the income or property of the Trust shall be paid or transferred (directly or indirectly) to the members of the Trust, whether by way of dividend, bonus or otherwise, except where such members are in receipt of income or property of the Trust as a beneficiary of the Trust in terms of the Charitable Purposes.

(c) No Trustee of the Trust shall be appointed as a paid employee of the Trust.

(d) No benefit (whether in money or in kind) shall be given by the Trust to any member or Trustee except the possibility of:

(i) repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or

(ii) reasonable remuneration to a member or any Trustees in return for specific services actually rendered to the Trust (not being of a management nature normally carried out by a director of a company); or

(iii) payment of interest at a rate not exceeding the commercial rate on money lent to the Trust by any member or Trustee; or

(iv) payment of rent at a rate not exceeding the open market rent for property let to the Trust by any member or Trustee; or
(v) the purchase of property from any member or Trustee provided that such purchase is at or below market value or the sale of property to any member or Trustee provided that such sale is at or above market value; or
(vi) payment by way of any indemnity where appropriate.

LIMIT OF LIABILITY

7. (a) The liability of the members is limited.
(b) Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Trust if it should be wound up whilst he or she is a member or within one year after he or she ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up.

DISSOLUTION

8. (a) The winding-up of the Trust may take place only on the decision of not less than 75% of its members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
(b) If, on the winding-up of the Trust, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.
(c) The charity or charities to which the property is to be transferred in terms of sub-clause (b) hereof shall be determined on the decision of not less than 75% of the members of the Trust who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 75% of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by the Office of the Scottish Charity Regulator, whose decision shall be final and binding upon the Trust.

THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION
of
Kinross Curling Trust

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

I
DEFINITIONS

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985, or as may be amended or re-enacted, shall not apply to the Trust.

   (b) In these Memorandum and Articles of Association, the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS	**MEANINGS**
AGM	– the Annual General Meeting.
Articles	– these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	– the Board of Trustees.
Board of Trustees	– the Board of Directors of the Trust.
Chapter	– any section of these Articles headed by a roman numeral, the reference thereto specifying the relative Chapter number.
Charitable Purposes	– as described in Clause 4 of the Memorandum on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.

Charities Act	– the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
Charity	– a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
Companies Act	– the Companies Act 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.
electronic form and electronic means	– as defined in section 1168 of the Companies Act.
Electronic General Meeting	– means a General Meeting hosted at an Electronic Platform.
Electronic Platform	– includes, but is not limited to, website addresses and conference call systems.
in person	– Means, in the context of a General Meeting, present in person or by proxy at a physical General Meeting or present by electronic means at an Electronic Platform, or by proxy, at an Electronic General Meeting, as the case may be.
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 (albeit electronically-based) form. .
Members	– all members of the Trust
Memorandum	– the Memorandum of Association relative to these Articles, in force from time to time.
Month	– calendar month.
Property	– any property, assets or rights, heritable or moveable, wherever situated in the world.
RCCC	- the Royal Caledonian Curling Club, incorporated in Scotland under Company Number SC232571 and having its registered office at Cairnie House, Ingliston Showground, Newbridge, Midlothian, EH28 8NB.

signed - where a document or information sent or supplied (a) in hard copy form is authenticated by bearing the signature of the person sending or supplying it, or (b) in electronic form is authenticated if the identity of the sender is confirmed in a manner specified by the Trust or, where no such manner has been specified by the Trust, if it is accompanied by a statement of the identity of the sender and the Trust has not reason to doubt the truth of that statement.

Subscribers – those persons who have subscribed both the Memorandum and these Articles.

Trust – Kinross Curling Trust.

Trustee(s) – Director(s) for the time being of the Trust.

(c) Words importing the singular number only shall include the plural number, and *vice versa;* and
(d) Words importing the masculine gender only shall include the feminine gender.
(e) Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2. The Trust is established to achieve the Charitable Purposes expressed in the Memorandum.

II
GENERAL STRUCTURE OF THE TRUST

3 The structure of the Trust comprises:
(a) **Members** - who have the right to attend the AGM (and any General Meeting) and have important powers under these Articles and the Companies Act, particularly in electing people to serve as Trustees and taking decisions in relation to any changes to these Articles; and
(b) **Trustees** - who hold regular meetings between each AGM, set the strategy and policy of the Trust, generally control and supervise the activities of the Trust and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Trust.

III
MEMBERSHIP

4. The members of the Trust shall consist of the Subscribers and such other persons as are admitted to membership in terms of this Chapter.

5. Membership shall be open to those individuals aged 16 and over who are interested in the Charitable Purposes.

6. (a) The Board shall maintain a Register of Members, setting out all relevant details of each member and the relative category of membership.
   (b) The Register of Members is open to all members of the Trust.
   (c) The Register of Members is open to non-members of the Trust, provided that the applicant provides:
      (i) the applicant's name and address;
      (ii) the purpose for which the information is to be used; and
      (iii) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person.

   The Trust must within 5 working days either supply the information, subject to the data protection rights of its members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Trust may charge a fee for providing the information.

IV
APPLICATION FOR MEMBERSHIP

7. Any individual who wishes to become a member of the Trust must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it at the Trust (or other address specified therein).

8. The Board shall consider such applications for membership promptly and shall inform each applicant whether he or she has been successful and, where relevant, in which category of membership he, she or it shall belong, the decision of the Board in these respects being final. The Board may, at its discretion, refuse to admit any individual to membership, except for reasons of gender, sexuality, race, religion or politics.

9. A successful application for membership will not become effective until payment of the appropriate annual membership subscription has been received.

V
MEMBERSHIP SUBSCRIPTIONS

10. Members shall be required to pay the appropriate annual membership subscription, if any.

11. The members may at any or each AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories). 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.

12. If the membership subscription payable by any member remains outstanding for more than three calendar months after the date on which it fell due (and providing

the member in question has been given at least one written reminder), the Board may expel that member from membership.

13. An individual who ceases (for whatever reason) to be a member shall not be entitled to any refund of membership subscription.

VI
CESSATION OF MEMBERSHIP

14. Any member appointed in terms of Chapter III, may no longer serve as such in any one or more of the following events:
    (a) if by not less than 7 days' prior notice in writing to the Trust he or she resigns his or her membership; or
    (b) if, being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
    (c) if the terms of Article 12 are invoked by the Board; or
    (d) if a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 14 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Trustees, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
    (e) if, being an individual, he or she dies.

15. Membership is neither transferable nor assignable to any other individual.

VII
GENERAL MEETINGS
(Meetings of Members)

16. (a) A General Meeting (including an AGM) does not need to be held exclusively in one place, provided that, where two or more members are not in the same place as each other, they are all able to communicate together and vote thereat.
    (b) The Board may resolve to enable Members and other persons entitled to attend a General Meeting to do so by simultaneous attendance and participation at an Electronic Platform by electronic means, with the General Meeting not being held in a particular place, such meeting being an "**Electronic General Meeting**", with no Member necessarily in physical attendance at the Electronic General Meeting. A person participating in such a meeting by such means shall be deemed to be attending electronically. The Members attending, or their proxy, shall be counted in the quorum for, and entitled to speak and vote at, the Electronic General Meeting in question, and the proceedings shall be valid if the person chairing the meeting is satisfied that adequate facilities are available throughout the Electronic General Meeting to ensure Members attending who are not together in the same place may, by electronic means, attend, hear, speak and vote at it.

(c) A person attending an Electronic General Meeting shall have the same rights to receive notice, speak, vote and otherwise participate in the meeting as they would have if they were attending the meeting in person.

(d) If it appears to the person chairing the meeting that the Electronic Platform, facilities or security at an Electronic General Meeting have become inadequate to allow Members to attend, communicate together, hear, speak and vote at it then the person chairing the meeting may adjourn the General Meeting to such time and place (or Electronic Platform) as may be fixed by the person chairing the meeting. All business conducted at the General Meeting up to that time of the adjournment shall be valid.

(e) If, after the sending of notice of a General Meeting, in terms of Article 19, but before the meeting is held, or after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable, for a reason beyond its control, to hold the physical General Meeting at the declared place or the Electronic General Meeting at the Electronic Platform specified in the notice, it may change the place or Electronic Platform and/or postpone the date and time at which the General Meeting is to be held. In which case notice of the change or postponement will be communicated to the Members and other persons entitled to attend the General Meeting, no less than 7 days' prior to the date of the original General Meeting.

17. (a) The Board shall convene one General Meeting as an Annual General Meeting (AGM) in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Trust. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.

(b) The business of each AGM shall include:
- (i) the report by the Chairman on the activities of the Trust;
- (ii) the election of Trustees;
- (iii) the fixing of annual subscriptions;
- (iv) the report of the independent financial examiner;
- (v) approval of the annual accounts of the Trust; and
- (vi) appointment of the independent financial examiner.

18. (a) Any Trustee may convene a General Meeting whenever he or she thinks fit.

(b) The Board must convene a General Meeting within 28 days of a valid requisition. To be valid, such requisition must:
- (i) be signed by not less than 10% (5% if more than 12 months have elapsed since the last General Meeting) of the members;
- (ii) clearly state the objects of the meeting; and
- (iii) be deposited with the Trust.

The requisition may consist of several documents in like form each signed by one or more requisitionists.

(c) Any such meeting convened in terms of this Article shall not be an AGM.

19. (a) 14 clear days' notice at the least shall be given of every AGM and other General Meeting.

(b) The notice shall specify:

(i) whether the General Meeting shall be a physical General Meeting or an Electronic General Meeting;

(ii) for a physical General Meeting, the place, the day and the hour of meeting;

(iii) for an Electronic General Meeting the Electronic Platform, the day and hour of the meeting, and the means by which a person may attend, which electronic platform may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit; and

(iv) the general nature of the business to be dealt with at the meeting;

(v) if a Special Resolution (see Article 29) is to be proposed, the notice shall state the fact giving the exact terms of the resolution; and

(iv) a statement informing Members of their right to appoint a proxy.

(c) The notice shall be sent, in the manner specified in Chapter XXIII, to all members and to such persons as are under these Articles or under the Companies Act entitled to receive such notices.

(d) With the consent of not less than 90% of the members having the right to attend and vote thereat, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.

(e) The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members or persons entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any AGM or General Meeting.

VIII
CHAIRMAN OF GENERAL MEETINGS

20. The Chairman of the Trust, whom failing the Vice-Chairman of the Trust (if any), shall act as chairman of each General Meeting. If neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will act as chairman of that meeting.

IX
QUORUM AT GENERAL MEETINGS

21. The quorum for a General Meeting shall be 5% of the members, present in person. No business shall be dealt with at any General Meeting, other than the appointment of the chairman of the meeting in terms of Article 20, unless a quorum is present.

22. If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place, or Electronic Platform as may be fixed by the chairman of the meeting.

X

VOTING AT GENERAL MEETINGS

23. The chairman of the meeting (see Chapter VIII) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

24. (a) Each member of the Trust is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy (in terms of Article 26).
(b) Where Members are participating in an Electronic General Meeting by electronic means, they may cast their vote on any resolution orally, or by way of some form of visual indication, or by use of a voting button or similar, as determined by the Board, and providing the Board have no reasonable grounds for suspicion as regards authenticity, any such action shall be deemed to be a vote cast personally via a show of hands.
(c) In the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as any deliberative vote.

25. (a) Where a Trustee does not have to be, or cannot be, a member of the Trust, he or she may attend and speak at any General Meeting, but in those circumstances may not vote thereat.
(b) The chairman of the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the chairman of the meeting whether any such observer may be invited to speak thereat.

26. Whilst personal attendance at a General Meeting is encouraged, a member shall be entitled to complete one form of proxy in order to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:
(a) A proxy need not be a member.
(b) A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the appointing member to speak at the meeting and to vote thereat.
(c) The form appointing the Proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the following general terms (to be varied as required to fit the circumstances):

Kinross Curling Trust
("the Trust")

I ………………………………………………………….………,
of…………………………………………………………………,
being a member of the Trust hereby appoint the chairman of the General Meeting/or*…….………………………..……,
of ………………………………………………………….……,
as my proxy to vote for me on my behalf at the General Meeting of the Trust to be held on............................ and at any adjournment thereof.

This form to be used in favour of/against the resolution(s)*

** to be deleted if not required, or amended if it is required*

Signature of member appointing proxy..

dated...................................

To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above

(d) The form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged with the Trust not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid.

(e) No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the granter in writing to the Trust.

(f) A vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received by the Trust before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld).

(g) Appointment of a proxy may be revoked by the granter by written notice received by the Trust before the start of the General Meeting (or adjourned meeting) to which it relates.

(h) Any reference in these Articles to voting being "in person" shall include voting by proxy.

27. 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.

28. A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded in the following terms:

(a) such demand must be made either by the chairman of the meeting, or by two or more members having the right to vote on the resolution;

(b) such demand may be made at any time prior to a show of hands on that resolution, or immediately after the result of a show of hands on that resolution is declared;

(c) a demand for a secret ballot may be withdrawn by its proposers prior to the secret ballot taking place, provided that the chairman of the meeting consents to the withdrawal; and

(d) the secret ballot shall be conducted in such a manner as the chairman of the meeting may direct, and the chairman shall appoint and instruct tellers, who may cast their own personal votes if members (or proxies therefor) and the result shall be declared by the chairman at the same meeting at which the ballot is taken.

(e) Where Members are attending an Electronic General Meeting and a vote is to be taken by means of a secret ballot, there shall be a means for those attending electronically to cast their vote secretly.

29. (a) At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:

(i) to alter the name of the Trust; or

(ii) to amend the Charitable Purposes; or

(iii) to amend these Articles; or

(iv) to wind up the Trust in terms of Clause 8 of the Memorandum of Association; or

(v) to amend the maximum number of Trustees in terms of Article 31; or

(vi) to purchase or sell any heritable property owned by the Trust or any of its subsidiaries and to purchase any heritable property wherever situated; or

(vii) to form, acquire or dispose of any subsidiary; or

(viii) to acquire or dispose, whether by the Trust or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Trust or by any of its subsidiaries in any formal trust or joint venture; or

(ix) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Trust or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or

(x) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Trust; or

(xi) all other Special Resolutions.

(b) An ordinary resolution to be proposed at a General Meeting may be amended if:

(i) written notice of the proposed amendment is received by the Trust from a member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting; and

(ii) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

(c) A Special Resolution to be proposed at a General Meeting may be amended if:

(i) the chairman of the meeting proposes the amendment at the General Meeting at which the Special Resolution is to be proposed; and

(ii) the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.

(d) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

30. (a) Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, if the provisions 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 the Trust duly convened and held, provided that the provisions 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 the Trust duly convened and held, provided that the provisions 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 eligible members how to signify their agreement to the resolution;

(ii) how it can be sent back by them, 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 member's 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 the Trust to issue with the written resolution to all members.

(v) Within 21 days, the Trust must circulate the resolution and any accompanying statement with the express statements referred to in Article 30(f).

(vi) The Trust 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.

XI
THE BOARD OF TRUSTEES

31. The strategy and affairs of the Trust shall be directed and managed by a Board of Trustees appointed in terms of this Chapter. The Board may exercise all such powers of the Trust, and do on behalf of the Trust all acts as may be exercised and done by the Trust, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.

32. The members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution.

33. (a) The Board may delegate any of its powers to any sub-committee (see Article 33(b) also), or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

(b) In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. 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 so far as applicable and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.

34. (a) The number of Trustees shall be not less than 6 and unless otherwise determined by special resolution at a General Meeting (but not retrospectively), not more than 12

(b) The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

XII
APPOINTMENT OF TRUSTEES

35. (a) The Subscribers, and any one or more individual persons whom they choose to co-opt as Co-opted Trustees in terms of Article 39, shall comprise the Interim Board of Trustees.

(b) The Interim Board shall remain in office until the first General Meeting of the Trust, to be held as soon as practicable after incorporation, at which time each Trustee on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office).

Composition of Board

36. From and after the first General Meeting of the Trust, the Board shall comprise:

(a) up to 8 individual persons elected as Trustees by the members in terms of Article 37 (“the Elected Trustees”); and

(b) up to 1 individual person appointed by the RCCC in terms of Article 38 (“the Appointed Trustees”); and

(c) up to 3 individual persons co-opted in terms of Article 39 (“the Co-opted Trustees”).

Elected Trustees

37. (a) At each AGM, one-quarter of the Elected Trustees (or the nearest number upwards) shall retire from office. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting. A retiring Trustee shall be eligible for re-election without limit.

(b) If no other Trustee has or Trustees have decided or agreed to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

(c) Nomination of any Elected Trustee shall be in writing by not less than any two members. The nominee shall confirm his or her willingness to act as an Elected Trustee if elected and if required shall provide a statement to explain the nominee’s suitability. All nominations to be valid must be delivered to the Trust not less than seven days prior to the date of the AGM in question.

(d) Election of any Elected Trustee shall be by vote of the members, each member having one vote for each vacancy in the Elected Trustees on the Board.

Appointed Trustees

38. The RCCC may appoint up to 1 Trustee, in respect of which the following shall apply:

(a) On receipt of the Notice for each AGM of the Trust, the RCCC (or its successors) shall serve a written notice on the Trust to intimate the Trustee being appointed by it at the AGM. Such written notice must be received by the Trust not less than forty-eight hours before the start of the Annual General Meeting, failing which the Trustee previously appointed by it shall remain in office.

(b) The RCCC (or its successors) may appoint or remove its own appointed Trustee at any time, by written notice to that effect served on the Trust not less than forty-eight hours before the meeting at which the change is to take effect. Any notice intimated within forty-eight hours of a meeting of the Board or of the members of the Trust shall not take effect until the following meeting.

Co-opted Trustees

39. Up to 3 individuals may be co-opted from time to time by the Board of Trustees itself, as follows:

(a) Subject to Article 39 (c), a Co-opted Trustee shall serve until the next AGM after his or her co-option.

(b) A Co-opted Trustee can be re-co-opted by the Board immediately after such next AGM.

(c) A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.

(d) For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.

40. The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Trustee elected in terms of Article 37, from or after the date of such retiral or deemed retiral until the next AGM.

XIII
RETIRAL OF TRUSTEES

41. Any trustee must cease to be a Trustee in any one or more of the following events:

(a) if he or she is prohibited from being a member in terms of Chapter VI; or

(b) if he or she is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or

(c) if, in terms of section 66(5) of the Charities Act, 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 the Charities Act, such Trustee being entitled to be heard prior to the Board taking a decision; or

(d) if he or she holds any office of profit or is employed by the Trust (except where the provisions of Clause 6(d)(ii) of the Memorandum shall apply); or

(e) if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee; 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 if necessary 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 is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
(h) if, being an Elected Trustee, he or she ceases to be a member; or
(i) if by notice in writing to the Trust he or she resigns his or her office.

XIV
CHAIRMAN AND VICE-CHAIRMAN

42. The Board shall meet as soon as practicable immediately after each AGM to appoint both a Chairman and, if desired, a Vice-Chairman of the Trust from the Board (either or both of whom can be Co-opted Trustees).

XV
PERSONAL INTERESTS

43. Any Trustee and/or employee who has a personal interest (as defined in Article 44) in any prospective or actual contract or other arrangement with the Trust must declare that interest either generally to the Board or specifically at any relevant meeting of the Trust. Where such an interest arises, the provisions within Article 45 shall apply.

44. A personal interest includes the following interests:
(a) those of the Trustee or employee in question; and
(b) those of his or her partner or close relative; and
(c) those of any business associate; and
(d) those of any firm of which he or she is a partner or employee; and
(e) those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; and
(e) those of any person responsible for his or her appointment as a Trustee.

45. (a) Whenever a Trustee finds that there is a personal interest, as defined in Article 44, he or she has a duty to declare this to the Board meeting in question. In that event, the Trustee in question cannot partake in discussions or decisions relating to such matter.
(b) It shall be for the chairman of the meeting in question to determine whether the Trustee in question should be required to be absent during that particular element of the meeting. In terms of Chapter XVI, where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.
(c) The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Trust have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as

part of the quorum for that part of any Board meeting giving consideration to this authorisation.

46. (a) The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 44, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

(b) If existing, the Register of Interests shall be open for inspection by both the Board and members of the Trust and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

XVI
QUORUM AT BOARD MEETINGS

47. (a) The quorum for Board meetings shall be not less than <u>50%</u> of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.

(b) A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

XVII
MEETINGS OF THE BOARD OF TRUSTEES

48. (a) Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.

(b) Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Article 29), 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 7 days’ prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.

(c) A Trustee may, and on the request of a Trustee the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.

49. The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be chairman of the Board meeting, which failing the meeting shall be adjourned until a time when the Chairman or Vice-Chairman will be available.

50. (a) The chairman of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.

(b) All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.

(c) The decisions requiring a Special Resolution (listed in Article 29) cannot be taken by the Trustees alone, but must be taken by the members in terms of Article 29 and only thereafter acted upon by the Board as directed by the members.

(d) In the event of an equal number of votes for and against any resolution at a Board meeting, the chairman of the meeting shall have a casting vote as well as a deliberative vote.

51. The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

52. The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, without distinction between those who attended in person and those who attended electronically, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, 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. The minutes shall be retained for at least 10 years.

53. All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee 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 Trustee.

54. A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

55. No alteration of the Memorandum or Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

XVIII
ANCILLARY REGULATIONS

56. The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to the

Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

XIX
COMPANY SECRETARY, MINUTE SECRETARY, TREASURER & PRINCIPAL OFFICER

57. The Board may appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.

58. The Board may appoint a Minute Secretary, for the purposes of Article 52, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.

59. The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Treasurer at its discretion, but can only do so if the Treasurer is not a Trustee. Whilst in post, the Treasurer may be required to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wish to keep confidential to itself.

60. The Board may appoint a Principal Officer of the Trust on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but who shall not be a Trustee and, for the avoidance of doubt, will have no vote thereat..

XX
HONORARY PATRON(S)

61. The members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Trust, who would be appointed either for such fixed period as those 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.

XXI
FINANCES

62. The banking account or accounts of the Trust shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

63. All cheques and other negotiable instruments, and all receipts for monies paid to the Trust, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

64. The Board shall ensure that all funds and assets of the Trust are applied towards achieving the Charitable Purposes.

XXII
ACCOUNTS

65. The Board shall cause accounting records to be kept in accordance with the requirements of the Companies Act and other relevant regulations.

66. The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board 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 Trust or any of them shall be open to the inspection of the members of the Trust.

67. Once at least in every year, or as otherwise provided for by the Companies Act, the accounts of the Trust shall be examined by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.

68. (a) At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the Trust).
(b) The accounts shall be accompanied by proper reports of the Board and the independent financial examiner.
(c) Copies of such accounts shall, not less than 14 clear days before the date of the General Meeting at which they fall to be approved, be delivered or sent to all members, Trustees, the Company Secretary and the independent financial examiner, or otherwise be available for inspection on the website of the Trust (with all members, Trustees, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

XXIII
NOTICES

69. A notice may be served by the Trust 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.

70. 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 dispatched.

71. A member present at any meeting of the Trust shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

72. The business of the Trust and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Trust where the Trust has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

XXIV
INDEMNITY

73. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Trust shall be indemnified out of the funds of the Trust against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Trust 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.

XXV
ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION

74. Subject to the terms of Article 29, no alteration in the Memorandum and/or these Articles may at any time be made unless by the decision of 75% of the members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

XXVI
DISSOLUTION

75. Clause 8 of the Memorandum of Association of the Trust, relating to the winding up and dissolution of the Trust, shall have effect as if its provisions were repeated in these Articles.