

ULLAPOOL MUSEUM TRUST MEMORANDUM & ARTICLES

DO NOT ALTER EXCEPT AS APPROVED AT AGM

Company Number: SC132306

The Companies Acts 1985 to 1989

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

ULLAPOOL MUSEUM TRUST

Incorporated the 23rd day of August 1991

MEMORANDUM OF ASSOCIATION OF

ULLAPOOL MUSEUM TRUST

PRELIMINARY

In this Memorandum unless there be something in the subject or context inconsistent therewith:-

‘The Memorandum’ means this Memorandum of Association or such as is in force from time to time.

‘The Articles’ means the Articles of Association of the Trust as in force from time to time.

‘The Executive Board’ means the Executive Board of the Management of the Trust appointed in terms of the Articles.

‘The Collection’ means that body of material evidence having collective or individual historical, artistic or scientific importance, the possession of which enables the Trust to be constituted as a Museum.

‘A specimen’ means any individual item comprised in the Collection.

'A Museum' means an institution which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit; and which is recognised or capable of being recognised by the Museums & Galleries Commission as being properly constituted and as performing the required functions in an acceptable manner.

'The Act' means the Companies Act, 1985, and any amendments, extension or re-enactment thereof for the time being in force.

'Member' means a member for the time being of the Trust in terms of the Articles.

Words importing the singular number only include the plural, and vice versa.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act as in force at the date at which this Memorandum of Association became binding on the Trust. In these presents, the word 'Trust' shall be substituted for 'Company' and the words 'Executive Board' for 'Directors' as these other words respectively appear in the Act.

1. The name of the Company (hereinafter referred to as 'the Trust') is the Ullapool Museum Trust.
2. The Registered Office of the Trust will be situated in Scotland.
3. Each and every Clause (including this clause) both of the Memorandum and of the Articles of Association of the Trust shall be read and interpreted as if there were embodied therein an over-riding qualification to the effect that no expenditure or income or capital by the Trust shall be permitted for the purposes of carrying out any activities which are not wholly charitable purposes within the meaning of charitable purpose under Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the Taxes Acts [AGM 2009], or of any amendment, extension or re-enactment thereof or of any subordinate legislation made thereunder (which meaning shall be ascribed to the word 'charitable' wherever used in this Memorandum and Articles), and that in all cases in which the powers conferred upon the Trust, whether by this Memorandum and Articles or otherwise are in their nature alike capable of being exercised for purposes which are not charitable or only partially so, as well as for purposes which are wholly charitable, the Trust shall be entitled to exercise those powers only in those ways which will not prejudice the charitable status of the Trust (within the statutory meaning before mentioned).

Subject to the said over-riding qualification the objects for which the Trust is established are:-

- 3.1 To advance and promote the education of the general public, and in particular the inhabitants of the parishes of Lochbroom and Coigach without distinction of sex or of political, religious or other opinions, by associating voluntary organisations, local authorities and other bodies of whatever status together with the inhabitants in a common effort to establish and maintain a Museum, to be called Ullapool Museum, which the Trust intends to achieve by means of:-

(a) Bringing together, holding, adequately housing, conserving and documenting a Collection of specimens being of historical, artistic or scientific importance, and in respect of which there will be a strong presumption against the subsequent disposal of any item;

(b) Stimulating public interest in the Museum as a focal point of education and of historic, artistic or scientific interest, thereby improving the facilities available for general public amenity and education;

(c) Displaying and publicising the Collection for the public benefit; permitting access to research workers and school children, always providing that the safety and security of the Collection are not thereby endangered; permitting with similar safeguards the loan of any Specimens for exhibition or research;

(d) Promoting and assisting in the collation and recording of historical, ethnological, archeological, biological, geological or other related information appropriate to the purpose of the Museum as set out in Clause 3.1.

3.2 To adopt a written Collection Policy and review it at least every five years, which policy shall define the types of Specimens which the Trust wishes to include in the Collection and the geographical area from which such Specimens may be drawn.

3.3 To maintain an accurate and current Register of all Specimens acquired for, or removed from, the Collection.

4 In furtherance of the objects of the Trust, the Trust shall have the following powers:-

4.1 Subject to the provisions hereinafter contained, to purchase, take on lease, exchange, hire or otherwise acquire any heritable or moveable, real or personal property and any rights or privileges which may from time to time be deemed necessary for the promotion of the Trust's objectives, and to construct, maintain, add to, improve, furnish, equip and alter any building or structure necessary for the work of the Trust.

4.2 To establish, subsidise, promote, support and amalgamate with Companies, Trusts, Societies or Associations having objects altogether or in part similar to those of the Trust, provided that by their constitution they prohibit the distribution of any profits or assets among their members, and that such organisations must have been accepted as charitable in law.

4.3 To procure and print, publish, issue and distribute gratuitously or otherwise, newspapers, periodicals, books, pamphlets, leaflets, advertisements, appeals or other literature.

4.4 To promote, encourage and undertake experimental work or conduct research consistent with the objects of the Trust, publishing the useful results of such research.

4.5 To sell, let, grant security over, turn to account, manage and improve all or any of the property or assets of the Trust subject to such terms and conditions as may be thought

expedient, to exercise any rights or privileges or advantages, servitudes or other benefits for the time being attached to such property or assets, and to undertake, maintain, execute and do all such lawful acts, matters and things as the Trust may be obliged or required or ought to do as owners of such property or assets, provided always that:-

(a) the Trust shall create no heritable security, charge, pledge or any encumbrance (other than those arising by operation of law) over any Specimen comprised in the Collection,

(b) any decisions to sell or otherwise dispose of any Specimen shall be made only by the Executive Board of the Trust acting with the advice of an appropriately qualified and / or experienced professional museum curator and only for the purpose of improving the quality of the Collection,

(c) any Specimens identified for disposal from the Collection shall be offered first for transfer by loan, gift or exchange to any museum administered by a charitable trust or public authority, before such Specimen is otherwise gifted or offered for sale to the public at auction or in any other manner,

(d) any monies received from the disposal of any Specimen shall be applied for the benefit of the Collection and in particular, but not necessarily exclusively, to purchase items for the Collection.

4.6 Subject to clause 4.5, to feu, sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with all or any part of the property of the Trust as may be expedient with a view to the promotion of its objects.

4.7 To take such steps by personal or written appeals, advertising matter, public meetings, film shows, sales of booklets and other items, or otherwise as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Trust to carry out any of its objects which may require assistance.

4.8 Subject to such consents as may be required by law and to the limitations instituted by the Trust, to borrow or raise money for the purposes of the Trust on such terms and in such manner as the Executive Board may think fit.

4.9 To invest the moneys of the Trust not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

4.10 To insure the Trust and its property, including without prejudice to the foregoing generality the Collection and any other items held on loan by the Trust, against such risks as it shall be considered prudent and necessary to insure.

4.11 To purchase or otherwise acquire all or any part of the property or assets, and to undertake all or any of the liabilities and engagements, of any one or more Companies, Trusts,

Societies or Associations with which the Trust is authorised to amalgamate, subject to the conditions relating to charitable status outlined in Clause 4.2.

4.12 To receive and accept from time to time grants and legacies, donations, gifts, subscriptions, conveyances and endowments either of money or property, heritable or moveable, real or personal, of any description whatsoever, either absolutely or conditionally or in trust.

4.13 To employ and (subject to the provisions of Clause 5) to remunerate staff of the Trust and to provide pension or superannuation benefits for any such staff or otherwise to assist any such staff and their widows, children or other dependents.

4.14 To subscribe and make contributions to or otherwise support charitable institutions, societies and schools, and to grant donations for any public charitable purpose in any way connected with the purposes of the Trust or calculated to further its objects.

4.15 To pay all expenses preliminary or incidental to the formation of the Trust and its registration.

4.16 To do all such other lawful things as may be conducive or incidental to the attainment of any of the above objects, Provided that:-

(a) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as is allowed by law having regard to such trusts;

(b) the Trust shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Trust would make it a Trade Union; and

(c) in relation to any property which may come into the hands of the Trust as trustees under any other trust (whether established by any trust deed or any scheme approved by the Court of Session or made in pursuance of any enactment relating to educational endowments or war charities or otherwise) nothing herein shall authorise the Trust to deal therewith otherwise than in accordance with the terms of the trust and with any law relevant thereto, nor shall the incorporation of the Trust affect the liability as an individual of any member of the Executive Board of the Trust who may be party to such dealings.

5. The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this Memorandum of Association; no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Trust; Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust or to any member of the Trust, in return for any service actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding five per cent above the bank of Scotland base rate for the time being on money lent by any member of the Trust, or reasonable and proper rent for premises let by any Member of the

Trust, but so that no member of the Executive Board shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any member of the Executive Board except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the Trust; Provided that the provision last aforesaid shall not apply to any payment to any Company in which a member of the Executive Board holds not more than one-hundredth part of the capital, and such member shall not be bound to account for any share or profits he may receive in respect of any such payment.

6. The liability of the Members is limited.

7. Every Member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts or liabilities of the Trust contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00.

8. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Trust and of the property, assets and liabilities of the Trust. Such accounts shall be open to any member of the Executive Board of the Trust and to the Accountant (AGM 2009) for inspection at all reasonable times and to any other member of the Trust to the extent permitted by the provisions of the Articles. Once at least in every year the Accounts of the Trust shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained, by one or more properly qualified Accountant or Accountants (AGM 2009).

9. Upon the winding up or dissolution of the Trust, its debts and liabilities shall be satisfied exclusively out of the assets of the Trust other than the Collection, unless such assets shall prove insufficient for the purpose; in such event, only such minimum number of specimens out of the Collection shall be sold as shall be required to produce sufficient moneys to meet the remaining debts and liabilities of the Trust, such sale or sales (other than those arising by operation of law) to take place as set out in Clause 4.5. The Collection and other assets of the Trust, after satisfaction of its debts and liabilities, shall not be paid to or distributed among the Members of the Trust or returned to donors but shall be given or transferred as set out in clauses a) through c) below, following discussion at an Extraordinary General Meeting to be called by the Executive Board for that purpose.

a) The museum collection to be offered in whole or in part to Highlife Highland and – in the event that that Highlife Highland does not elect to take elements of the collection – to other museums in the Highlands or community organisations within the Lochbroom and Coigach areas that have an active interest in local history, as deemed appropriate by an appropriately qualified curator.

b) Any elements of the collection not taken into the collections of museums or community organisations set out in clause a) to be offered to charities within the Lochbroom and Coigach

areas for disposal at their discretion and in support of their own charitable objectives. In the event that residual elements of the collection are not taken by local charities, they may be disposed of as items of negligible value.

c) Any financial assets remaining following satisfaction of debts and liabilities to be transferred to charities within the Lochbroom and Coigach areas for use at their discretion, in support of their own charitable objectives.

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
ULLAPOOL MUSEUM TRUST

PRELIMINARY

1. In these Articles, unless there be something in the subject or context inconsistent therewith:-

‘The Trust’ means the Ullapool Museum Trust.

‘The Articles’ means these Articles of Association or such as are in force from time to time.

‘Member’ means a member for the time being of the Trust in terms of the Articles.

‘The Executive Board’ means the Executive Board of Management of the Trust appointed in terms of the Articles.

‘The Office’ means the Registered Office for the time being of the Trust.

‘The Act’ means the Companies Act 1985, and any amendment, extension or re-enactment thereof for the time being in force.

‘The United Kingdom’ means Great Britain and Northern Ireland.

‘Person’ means any individual.

'A Museum' means an institution which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit; and which is recognised or capable of being recognised by the Museums & Galleries Commission as being properly constituted and is performing the required functions in an acceptable manner.

'The Collection' means that body of material evidence having collective or individual historical, artistic or scientific importance, the possession of which enables the Trust to be constituted as a Museum.

'A Specimen' means an individual item comprised in the Collection.

Expressions referring to 'writing' shall, unless otherwise stated, be construed as including references to printing, lithography, photography and other means of representing or reproducing words in a visible form.

Words importing the singular number only include the plural, and vice versa.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act as in force at the date at which these Articles of Association became binding on the Trust except that the word 'Trust' shall be substituted herein for 'Company' and the words 'Executive Board' for 'Directors' as these other words respectively appear in the Act.

MEMBERSHIP

1. The maximum number of Members with which the Trust proposes to be registered is 1,000 but the Executive Board may from time to time approve an increase in such maximum.
2. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with the Articles shall be Members.
3. The rights and privileges of membership shall not be transferable or transmissible.
4. Membership of the Trust shall, subject to the provisions of this Article, be open to all persons irrespective of political or religious opinions, sex, nationality, race or colour.
5. Any person of 16 years of age or over shall, if admitted to membership, be a Member of the Trust.
6. No person shall be eligible to become a Member of the Trust unless:-
 - (a) He is a subscriber to the Memorandum of Association;
 - (b) He has subscribed to the general funds of the Trust and that by donation in cash, or in money's worth to an amount or value no less than the annual subscription for the time being fixed in accordance with Article 14; or

(c) He is for the time being resident in the Parishes of Lochbroom and Coigach or has substantial connection with these parishes.

7. The forms of application for Membership and the manner of the election shall be such as the Executive Board from time to time decide. Every Member upon admittance to membership shall be bound by the Articles..

8. The Executive Board shall have absolute power and authority to refuse any application for membership, irrespective of qualification and without giving any reason for such refusal.

DECEASED MEMBERS

9. The representative of any deceased Member shall have no interest in the Trust, but the Trust shall be entitled to claim from the representative of a deceased Member any sums due to the Trust.

TERMINATION OF MEMBERSHIP

10. A Member may resign on giving to the Secretary one calendar month's notice in writing.

11. The Executive Board shall be entitled at any time, should it in its absolute discretion deem it desirable, to remove from membership any Member for any one of the following causes:-

(a) If a Member neglects or refuses forthwith to comply with any Article and shall continue to do so for a period of seven days after written notice is sent to him by registered post by the Secretary, on the instruction of the Executive Board, requiring him to remedy such neglect or refusal;

(b) If the Executive Board at a meeting at which the Member concerned shall have been given reasonable opportunity to be present and speak on his own behalf, should resolve that it is desirable in the interests of the Trust that the Member should cease to be a Member;

(c) If the Member becomes of unsound mind, or for any reason becomes incapable of managing his affairs;

(d) If the Member becomes apparently insolvent or is sequestrated or makes an arrangement or composition with his creditors; or

(e) If any Member neglects for three months to pay the annual subscription payable by such Member, or persistently neglects or refuses to pay any other monies payable by him to the Trust.

12. Upon the resignation or removal of any Member his interest in the rights and privileges of membership of the Trust shall cease (without prejudice to the continuation in force in his guarantee).

SUBSCRIPTIONS PAYABLE BY MEMBERS

13. The Annual Subscription payable by each class of Member shall be such sum as the Executive Board may, in its absolute discretion, from time to time determine.

14. The annual subscription of each Member shall be payable in advance, and shall be due on the first day of April (AGM 1998) in each year, or on such other day as the Executive Board may, in its absolute discretion, determine.

GENERAL MEETINGS

15. The Trust shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that calendar year; and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual general Meeting of the Trust and that of the next.

16. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

17. The Chairman or Treasurer may, whenever he thinks fit, convene an Extraordinary General Meeting; Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act.

18. If at any time there are not within the United Kingdom sufficient members of the Executive Board to form a quorum, any member of the Executive Board or any two Members of the Trust may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Executive Board.

NOTICE OF GENERAL MEETINGS

19. An Annual General Meeting and any meeting called for the passing of a general resolution shall be called by twenty-one days notice in writing at least and a meeting of the Trust other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days notice in writing at the least. Either notice shall be exclusive of the day on which it is given and of the day for which it is given, and shall specify the place, day and hour of the meeting, and in case of special business the general nature of the business; and shall be given to the Members and to the Accountant (AGM 2009), in manner hereinafter mentioned or in such other manner as may be prescribed by the Trust in General Meeting: Provided that a meeting of the Trust, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is agreed:-

(a) In the case of a meeting called as the annual General Meeting, by all the Members entitled to attend and vote thereat; and

(b) In the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights at that meeting of all the Members.

20. The accidental omission to give notice of the meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

21. All business shall be deemed special business that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration and adoption of the accounts and balance sheets of the Trust, consideration of the reports of the Chairman and Accountant (AGM 2009), the election or re-election of members of the Executive Board in place of those retiring, and the appointment and remuneration of the Accountant (AGM 2009).

22. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, nine (AGM 2002) Members present in person shall be a quorum.

23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Executive Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

24. Subject only as provided by Article 41, the Chairman of the Executive Board or, failing him, the Vice Chairman shall preside at every General Meeting of the Trust. If at any meeting neither of these be present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of the members of the Executive Board present to be Chairman of the meeting.

25. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as is the

case of the original meeting. Save as aforesaid, Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

26. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least three Members present in person.

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

27. Except as provided in Article 29, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

28. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

29. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

RESOLUTION IN WRITING

30. Subject to the provisions of the Act, a resolution in writing executed by or on behalf of all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held, and may consist of several documents in the like form, each executed by or on behalf of one or more Members.

VOTES OF MEMBERS

31. At General Meetings of the Trust, each Member shall be entitled to one vote.

32. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

33. On a poll votes must be given personally.

THE EXECUTIVE BOARD

34. The entire business of the Trust shall be arranged and managed by the Executive Board, which may exercise all such power of the Trust (including power to borrow money) as are not by the Act or the Articles declared to be exercisable only by the Trust in General Meetings, subject nevertheless to the provisions of the Act and the Articles and to such regulations, being not inconsistent with the aforesaid regulations, as may be prescribed by the Trust in General Meeting; and no such regulation made by the Trust shall invalidate any prior act of the Executive Board which would have been valid if such regulation had not been made.

35. The Executive Board shall consist of not less than five and not more than fifteen members:-

(a) Up to seven members of the Executive Board shall be elected by the members of the Trust in General Meeting; each such person elected shall serve for a period of three years or such other shorter period as may be resolved at the time of his election, following which he shall be eligible for re-election; declaring that at the first General Meeting of the Trust held after its incorporation, three members of the Executive Board shall be elected to serve for a period of one year, two for a period of two years, and two for a period of three years, and in all cases be eligible for re-election.

(b) One member of the Executive Board shall be nominated by the Highland Council and shall serve for a period determined by the nominating Authority. (AGM 1998)

36. The persons appointed under Article 35 shall have power, subject only to the provisions of the Articles, to co-opt up to six additional Members to the Executive Board, provided that no more of such persons than might constitute a voting minority may be members of the Executive Board at any one time.

37. A member of the Executive Board appointed under Article 36 shall hold office for the period of his appointment or, if no period is specified, for a period of three years.

38. The appointment of a member of the Executive Board under Article 35(b) and (c) may be terminated at any time by the body which has appointed him, by means of written notification to the Secretary of the Trust to the effect that another person has been appointed in his place.

39. The Executive Board shall, as soon as possible after the incorporation of the Trust, do all such acts, and pay such preliminary and incidental expenses, as are necessary in connection with the incorporation of the Trust.

40. The Executive Board shall have power, subject to the provisions of the Memorandum of Association, to appoint and remove such paid officers and staff of the Trust as it shall think fit, and also to appoint and remove Solicitors and such other agents and consult such experts, legal and others, as it may think fit. It shall have full powers from time to time to determine the respective duties and powers of the persons so appointed and to fix their respective salaries, fees or remuneration arrangements (if any).

HONORARY OFFICERS

41. The Annual General Meeting may elect a President and any number of Vice-Presidents as it may from time to time determine; such officers may be invited at the Executive Board's discretion to take the chair at general Meetings of the Trust. The President shall be elected annually, and Vice-Presidents may be elected for life, or such other period as may be specified at the time of election; declaring that the posts of President or Vice-Presidents shall not be governed by Article 46(f).

42. The President and all Vice-Presidents of the Trust shall be ex-officio members of the Executive Board and all Committees and Sub-committees, but shall not be entitled to vote.

OFFICERS OF THE TRUST

43. The Executive Board shall, as soon as practicable after the incorporation of the Trust and thereafter as soon as practical after each Annual General Meeting of the Trust, hold a meeting and elect from amongst its members, by show of hands or by nomination and ballot as it shall consider necessary, a Chairman and vice-Chairman of the Trust, who shall hold office until the end of the Annual General Meeting next following; the holders of these offices for a previous year shall be eligible for re-election.

If any casual vacancy should occur in the office of Chairman, the Vice-Chairman shall act as Chairman until a new Chairman be elected by the Executive Board.

44. The Secretary and Treasurer of the Trust shall be appointed from time to time by the Executive Board from amongst their number or otherwise. At the discretion of the Executive Board, these offices may be combined in one person.

45. The Executive Board shall appoint, and from time to time replace, a named person to be responsible for the care and development of the Collection, subject only to the requirement that if such a person is not an appropriately qualified and/or experienced professional museum curator and if for the time being the Executive Board does not have amongst its number a person with appropriate qualifications and/or experience, the Executive Board shall seek to appoint such a person to be its Adviser.

DISQUALIFICATION OF MEMBERS OF THE EXECUTIVE BOARD

46. The office of a member of the Executive Board shall be vacated:-

(a) The Executive Board passes a resolution by a three-fourths majority that it is desirable that the member should cease to be a member of the Executive Board;

(b) The member ceases to be a member of the Trust;

(c) The member resigns his office by notice in writing to the Secretary

(d) The member is removed from office by resolution duly passed pursuant to section 303 of the Act;

(e) The member becomes prohibited from being a member of the Executive Board by reason of any order made under the Insolvency Act 1986, or any amendment, extension or re-enactment thereto;

(AGM 2015)

(f) The member fails to attend five consecutive meetings of the Executive Board and the Executive Board are not satisfied with any explanations that may be offered therefor; or

(g) The member accepts remuneration in contravention of Clause 5 of the Memorandum of Association.

PROCEEDINGS OF THE EXECUTIVE BOARD

47. Meetings of the Executive Board shall be held at such times and such places as the Executive Board may from time to time direct. The Chairman or any three members of the Executive Board may, and the secretary upon request of the Chairman or such members shall at any time, convene a meeting of the Executive Board.

48. The quorum at any meeting of the Executive Board shall be five members who must include at least one office bearer (excluding the President and any Vice-Presidents).

49. Meetings of the Executive Board shall be chaired by the Chairman of the Trust or, in his absence, the Vice Chairman or, in the absence of both, by one of the members of the Executive Board to be chosen by those present.

50. A member of the Executive Board who is not at the material time in the United Kingdom shall not be entitled to receive notice of a meeting of the Executive Board.

51. The Executive Board shall have full power to appoint Committees and may delegate to such Committees all such duties, powers and privileges as it may think fit, save as is provided in Clause 4.5(b) of the Memorandum of Association and otherwise in the Articles. The Committees shall have the power to appoint Sub-committees to whom they may delegate such of their business as they think fit.

The members of Committees and Sub-committees need not necessarily be members of the Executive Board or of the Committee appointing such Sub-committees; Provided always that no resolution of a meeting of a Committee or Sub-committee shall be binding on the Trust until confirmed by the Executive Board at a subsequent meeting. The number of members of any Committee or Sub-committee which shall constitute a quorum shall be decided by such Committee or Sub-committee. The Chairman of such Committees or Sub-committees may be appointed by the Executive Board or, failing such appointment, elected by the relative Committee or Sub-committee.

52. All acts bona fide done by the Executive Board, or by a Committee or Sub-committee, or by any person or persons acting as a member or members thereof respectively (notwithstanding that it may afterwards be discovered that there was any defect in the appointment of the Executive Board, or Committee or Sub-committee, or of any person or persons acting as aforesaid; or that they or any of them were disqualified or had ceased to be members of the Executive Board), shall be as valid as if every person had been duly appointed, and was at the time qualified to be a member of the Executive Board or Committee or Sub-committee.

53. The members for the time being of the Executive Board may act notwithstanding any vacancy in their body. In the event of such vacancy or vacancies reducing the membership to less than a quorum the remaining members may meet for the sole purpose of inviting any body having the right of nomination of persons to the Executive Board and not all of whose nominated places are then filled to nominate a person or persons to fill the relevant vacancy or vacancies or of co-opting sufficient additional members to allow a quorum to meet thereafter.

54. A resolution in writing, signed by all the members of the Executive Board for the time being in the United Kingdom, shall be as valid and effectual as if it had been passed at a meeting of the Executive Board duly convened and held, and may consist of several documents in like form, each duly signed by one or more of the members of the Executive Board.

THE SEAL

55. The Executive Board shall provide a Common Seal and shall have full power to use the said Seal in the execution of all or any of the powers hereby invested in it, or otherwise in relation to the business or affairs of the Trust as it in its discretion thinks fit, and any document

bearing the seal of the Trust and purporting to be signed by two members of the Executive Board or by one member of the Executive Board and the Secretary shall, in the absence of proof to the contrary, be deemed to be executed by the Trust: Provided that nothing in this Article shall prevent the Trust from executing any document in any manner for the time being recognised in law.

ACCOUNTS

56. Unless the Trust shall otherwise determine in a General Meeting, the financial year of the Trust shall begin on 1st April and end on 31st March following.

57. The Executive Board shall cause proper books of account to be kept with respect to:

- (a) All sums of money received and expended by the Trust and the matters in respect of which the receipts and expenditure takes place;
- (b) All sales and purchases of goods by the Trust;
- (c) The property, assets and liabilities of the Trust.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Trust's affairs and to explain its transactions.

58. The books of account of the Trust shall be kept at the office or, subject to Section 222 of the Act, at such place or places as the Executive Board thinks fit, and shall always be open to the inspection of Members.

59. Committees of the Executive Board shall have the right to fund their own activities under the power and terms of reference that shall be determined from time to time by the Executive Board. Proper records of all sums of money received and expended under the terms of reference of the Executive Board must be kept and shall always be open to inspection by the Treasurer of the Trust. Such accounts must be kept in a manner that allows transactions to be recorded and incorporated into the financial statements of the Trust as a whole.

60. The Executive Board shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Trust in General Meeting such income and expenditure accounts, balance sheets and reports as are referred to in the relevant sections of the Act.

61. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Trust in general Meeting, together with a copy of the Accountant's (AGM 2009) report, shall be made available at the AGM and to any Member on request (AGM 2014).

62. Accountant or Accountants (AGM 2009) shall be appointed and his or their duties regulated in accordance with the Act.

63. All cheques, promissory notes, drafts, bills of exchange 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 a manner as the Executive Board shall from time to time determine.

STANDING ORDERS

64. The Executive Board shall have the power to adopt and issue Standing Orders and/or rules for the use of premises controlled by the Trust. Such Standing Orders and rules shall come into operation immediately, provided always that they shall be subject to review and shall not be inconsistent with the provisions of the Memorandum and Articles of Association.

MINUTES

65. Correct Minutes of the proceedings of the Trust and of the Executive Board and of Committees or Sub-committees of the Executive Board shall be taken and shall be kept at the Office by the Secretary or such other person as the Executive Board may from time to time appoint and shall be in such form as the Executive Board may direct.

NOTICES

66. All notices to Members may be delivered either personally, or by leaving the same, or by sending them through the post in a prepaid letter, addressed to such Members at their respective registered addresses, and every such notice delivered, left or posted as aforesaid shall be deemed to have been duly served on the day of delivering or leaving the same or, if sent by post, on the day next following the day on which it shall have been posted, and that although the person to whom it shall have been directed never receives the same.

67. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

(a) Every Member except those Members who (having no registered address within the United Kingdom) have not supplied the Trust an address within the United Kingdom for the giving of notices to them; and

(b) The Auditor Accountant for the time being of the Trust.

No other person shall be entitled to receive notices of general meetings.

WINDING UP

68. If the Trust shall be wound up the Collection shall be transferred and the assets of the Trust disposed of in accordance with Clause 9 of the Memorandum of Association.

INDEMNITY

69. Subject to the provisions of the Act, every officer or employee of the Trust shall be entitled to be indemnified by the Trust against all costs, losses and expenses which he may incur or become liable for in the execution or discharge of any office held by him in the Trust.