

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

THE SCOTTISH POETRY LIBRARY

- I. The name of the Company (hereinafter called "the Company") is THE SCOTTISH POETRY LIBRARY.
- II. The Registered Office of the Company will be situate in Scotland.
- III. The objects of the Company are (i) to advance the education of the public through the maintenance, management and development of The Scottish Poetry Library in such a way as to make visible and accessible to the public the poetry of Scotland in whatever language and a selection of mainly modern poetry from other countries, and (ii) the advancement of the arts through the delivery, commissioning and presentation of poetry and cross-disciplinary work supported by talent development and audience engagement activity across Scotland and internationally.
- IV. For the purposes of furthering the attainment of all or any of the above mentioned objects, the Company shall have, and may exercise all or any of, the following powers:-
 - (a) To engage, train, retrain or employ such persons as it may be expedient to engage, train, retrain or employ in connection with the objects of the Company and to pay reasonable the proper fees for their services. To employ skilled professional or technical advisers or workers for the carrying out of the foregoing objects and to remunerate them as may be expedient.
 - (b) To purchase, take on lease or exchange, hire or otherwise acquire any heritable or moveable property and any rights or privileges which the Company may think necessary for promotion of its objects and to construct, repair, renovate, decorate, maintain and/or alter any building or erection necessary for use in connection with the Company's work.
 - (c) To found and maintain and endow scholarships and the like for the instruction of persons being trained or employed by the Company.
 - (d) To arrange lectures and to publish pamphlets, books, journals and other publications relating to the work of the Company.
 - (e) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company, to apply to the Government, public bodies, local authorities, and other councils, corporations, companies or persons for and to receive grants of money, and to solicit and accept subscriptions and donations (whether of heritable or moveable property) and legacies and bequests and endowments for any of the purposes of the Company and to manage an administer the same as part of the capital and assets of the Company.

- (f) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.
- (g) To undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to any of the objects of the Company.
- (h) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit, and for the purpose of promoting the primary objects of the Company to co-operate with manufacturers, industrialists, dealers and other traders and organisations and with the press and other sources of publicity.
- (i) To invest the moneys of the Company 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 from the time being be imposed or required by law and subject also as hereinafter provided.
- (j) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the principal objects of the Company.
- (k) To do all such other things as are incidental or conducive to the attainment of the principal objects of the Company or of any of them.

Provided that:-

- i. In case the Company shall take or hold property which may be subject to any trust, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trust.
- ii. The objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers and the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members (hereinafter referred to as "**Friends**") any regulation, restriction or condition which if an object of the Company, would make it a Trade Union.
- iii. In case the Company shall take or hold any property subject to the jurisdiction of any competent charitable authority the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been as such Board if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Court of

Session or any court of competent jurisdiction or other authority having jurisdiction in the matter but the Board shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

- V. The income and property of the Company, whensoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and 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 Friends of the Company and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or moneys' worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- (a) Of reasonable and proper remuneration to any Friend, officer or servant of the Company (not being a Director) for any services rendered to the Company, provided that the following criteria are met:-

- i. the maximum amount of the remuneration is set out in a written agreement between the relevant Friend, officer or servant of the Company and the Company;
- ii. the maximum amount of the remuneration is reasonable in the circumstances;
- iii. the Friends of the Company are satisfied, before entering the agreement, that it is in the interest of the Company for that person to provide those services for that amount; and
- iv. immediately after entering into the agreement, less than half of the total number of Directors are directly or indirectly remunerated;

- (b) To any Director of out of pocket expenses;

- (c) Of reasonable and proper rent for premises let by any Friend of the Company or of any Director;

- (d) Of fees, remuneration or other benefit in money or moneys' worth to a company of which a member of the Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of that company.

- VI. The liability of the Friends is limited.

- VII. Every Friend of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Friend, or within one year after they ceased to be a Friend for payment of the debts and liabilities of the Company contracted before they ceased to be a Friend, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ONE POUND (£1).

- VIII. If after the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Friends of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as it imposed on the Company under or by virtue of Clause V hereof, such institution or institutions to be determined by the Friends of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable objects.
- IX. True accounts shall be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the Friends. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association:-

Names, Addresses and Descriptions of Subscribers

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION

of

THE SCOTTISH POETRY LIBRARY (the "Company")

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

<u>WORDS</u>	<u>MEANINGS</u>
AGM	The annual general meeting of the Company as held in accordance with Article 6.
Board	The board of directors of the Company from time to time.
Board Meeting	Any meeting of the Board held in accordance with Articles 37 – 46.
Chairperson	The chairperson of a general meeting as appointed in accordance with Article 15 or a board meeting as appointed in accordance with Article 40.
Committee	A committee created by the Board from time to time in accordance with Article 43.
Co-Chair	The two Co-Chairs as appointed in accordance with Article 30.
Co-opted Director	A Director of the Company appointed in accordance with Article 27.

Director	A director of the Company appointed in accordance with Articles 25-30.
Friend	A member of the Company from time to time.
Full Meeting	A meeting of any nature whereby all of the persons participating in the meeting are present together in one location.
Hybrid Meeting	A meeting of any nature whereby some of the persons participating in the meeting are in one location specified for the purposes of the meeting and others are located elsewhere.
Remote Meeting	A meeting of any nature whereby all of the persons participating in the meeting are in separate locations.
Term	The period commencing from the AGM at which a Director is elected or re-elected to the Board and continuing until the date of the AGM occurring in the third calendar year following the AGM at which the Director was elected or re-elected.
The Act	The Companies Act 2006.
These presents	These Articles of Association and the regulations of the Company from time to time in force.
In writing	Written, typewritten, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form, or by email.

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

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The Company is established for the purposes expressed in the Memorandum of Association.
3. The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership shall be Friends of the Company.
4. Any person or corporate body or institution who desires to be admitted to membership of the Company must sign and deliver to the Company an application for admission, framed in such terms as the Board may require and shall be admitted to membership on application unless the Co-Chairs shall within six weeks of such person or corporate body or institution applying for membership decide that in their view the admission of the applicant to membership would be prejudicial to the interests of the Company, which decision shall be reported to the next following Board Meeting for ratification or otherwise. The Directors at such Board Meeting shall have full discretion as to the admission or non-admission of any person to membership and shall not be bound to assign any reason for non-admission of any person to such membership. All Friends must signify their agreement with the objects and aims of the Company by whatever means the Board might specify from time to time.
5. A Friend shall cease to be a Friend of the Company in any of the following circumstances:-
 - (a) if by notice in writing they resign from membership, or
 - (b) if they are removed from membership by a resolution of the Board passed by a majority of three-fourths of the votes cast upon such resolution at a Board Meeting specially convened to consider such resolution.

GENERAL MEETINGS

6. The Company shall hold a general meeting in every calendar year as its AGM at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.
7. All general meetings, other than AGMs, shall be called Extraordinary General Meetings.
8. The Board may whenever it thinks fit convene Extraordinary General Meetings and shall convene an Extraordinary General Meeting in the event of a request to do so in accordance with Section 303 of the Act.
9. All general meetings, including AGMs, may take place either as a Full Meeting, a Hybrid Meeting or a Remote Meeting. For the purposes of Hybrid Meetings and Remote Meetings, all Friends participating require to be able throughout the meeting by electronic means (i) to hear the deliberations of all of the other Friends so participating; to (ii) to be heard by all such Friends and (iii) to vote on all matters deliberated on at the meeting, and in all such cases shall be counted as present for the purposes of the meeting.

10. Twenty one days' notice in writing at least of every AGM and of every Extraordinary General Meeting convened to pass a Special Resolution, and fourteen days' notice in writing at least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the date and the hour of meeting, and in the case of special business, the general nature of that business shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company but with the consent of all the Friends having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of Extraordinary General Meetings, a general meeting may be convened by such notice as those Friends may think fit.
11. The accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had at any general meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an AGM, shall be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet and the reports of the Board and of the Auditors, the election of Directors and Co-opted Directors, and the appointment of, and the fixing of the remuneration of, the Auditors.
13. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided five Friends present shall be a quorum. Friends who attend a Hybrid Meeting by virtual means or a Remote Meeting shall be taken to be present for the purposes of this Article 13.
14. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Friends, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or at such other time and place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Friends present shall be a quorum.
- 15.

One of the Co-Chairs shall preside as Chairperson at every general meeting, but if there be no such Co-Chair, or if at any general meeting they shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Friends present shall choose another Director, or if no such Director be present, or if all of the Directors present decline to preside, they shall choose some Friend of the Company who shall be present to preside. Prior to each general meeting, the Co-Chairs shall agree between them which of the Co-Chairs will preside as Chairperson over the general meeting and will make every person who is present at the meeting aware of who shall preside as the Chairperson at that general meeting.

16. The presiding Chairperson may, with the consent of any general 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 not business shall be transacted at any adjourned meeting other than business which might have been transacted at any meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Friends shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
17. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands or by any means, including virtual means, that the Board may decide, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairperson or by whichever is the greater, of five Friends present in person or by proxy, or a Friend or Friends present in person or by proxy representing one-tenth of the total voting rights of all the Friends having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairperson that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
18. In the case of an equality of votes, whether on a vote or on a poll, the Chairperson shall be entitled to a second or casting vote.
19. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
20. Subject to the provisions of the Act a resolution in writing signed by all the Friends for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same has been passed at a general meeting duly convened and held.

VOTES OF FRIENDS

21. Subject as hereinafter provided, every Friend shall have one vote.
22. No Friend other than a Friend duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of their membership as a Friend, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Friend, at any general meeting.
23. Votes may be given on a poll either personally, virtually (in the case of Hybrid Meetings and Remote Meetings) or by proxy.

CORPORATION ACTING BY REPRESENTATIVES AT MEETING

24. Any Corporation which is a Friend of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any general meeting of the Company and the person so authorised

shall be entitled to exercise the same powers on its behalf as if it were an individual Friend of the Company.

BOARD OF DIRECTORS

25. The Board shall consist of (a) those Directors elected at an AGM who are then serving a Term as a Director of the Company and (b) those Co-Opted Directors not exceeding six in number, as shall be co-opted in terms of Article 27 hereof. The Board shall not exceed twelve in number.
26. Any Friend may nominate a person for appointment as a Director at an AGM. The Friends shall vote on the appointment in accordance with Article 17. A Director who is appointed at an AGM shall remain in office for a Term unless removed earlier in accordance with these Articles. Directors may stand for re-election for one further Term at the AGM following the end of their initial Term. In the event that the Director is re-elected for a further Term, the Director shall resign or retire at the end of that further Term. Following such resignation or retirement, a Director may not be re-elected as a Director in terms of this Article 26, but nothing in this Article 26 shall prevent a Director who has served two Terms from being subsequently appointed as a Director in accordance with Article 27.
27. The Board may from time to time and at any time appoint any person as a Director, either to fill a casual vacancy or by way of addition to the Board by reason of their expertise, provided that the maximum number of Directors prescribed in terms of Article 25 hereof be not thereby exceeded. Any Director so appointed shall retain their office only until the next AGM of the Company, but shall then be eligible for re-election as a Director in accordance with Article 26 provided that they have not at any time already served two Terms as a Director. Any Director so appointed may in any event be removed at any time by a majority of the Directors.
28. No person who is not a Friend of the Company shall be eligible to hold office as a Director. In the event that a person who is not a Friend is nominated as a Director or otherwise appointed in terms of Article 27, they must become a Friend prior to taking office as a Director or on the day of appointment if appointed in terms of Article 27.
29. No Director shall receive any remuneration for their services in the capacity of Director, but Directors shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Board Meetings or any Committee thereof or general meetings of or otherwise on the business of the Company.

CO-CHAIR

30. The Co-Chairs shall each be Directors and shall be appointed by a majority decision of the Board at any Board Meeting. A Co-Chair shall cease to be a Co-Chair when they cease to be a Director. In the event that a Co-Chair ceases to be a Co-Chair and no other person is appointed as such in accordance with this Article 29, the remaining Co-Chair shall thereafter be the Chairperson at all Board Meetings and general meetings until another person is appointed as a Co-Chair. The number of Co-Chairs shall not exceed two.

POWERS OF THE BOARD

31. The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these presents required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
32. The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debts, liabilities or obligations of the Company.
33. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Board from time to time by resolution may determine; and in the absence of such resolution by two of the Directors for the time being.
34. Any Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of their interest to the Board in accordance with the provisions of Section 182 of the Act.

DISQUALIFICATION OF DIRECTORS

35. The office of a Director shall be vacated:-
 - (a) if they become notour bankrupt or makes any arrangement or composition with their creditors;
 - (b) if a court has made an intervention order or guardianship order in respect of the Director's affairs under Part 6 of the Adults with Incapacity (Scotland) Act 2000;
 - (c) if they cease to be a Friend of the Company (unless they are a Co-opted Director);
 - (d) if by notice in writing to the Company they resign office;
 - (e) if they are removed from office by an ordinary resolution duly passed pursuant to Section 168 of the Act;
 - (f) if they accept any remuneration or other benefit in contravention of Clause V of the Memorandum of Association;

PROCEEDINGS OF THE BOARD

36. Subject as hereinafter provided the Board shall meet together for the dispatch of business, adjourn and otherwise regulate their Board Meetings as they think fit, and determine the quorum necessary for the transaction of business. All Board Meetings may take place either as Full Meetings, Hybrid Meetings or Remote Meetings. No business shall be transacted at any Board Meeting unless a quorum is present when the Board Meeting proceeds to business. Unless otherwise determined five Directors present shall be a quorum, of which at least one of the Co-Chairs must form part. Questions arising at any Board Meeting shall be decided by a majority of votes. In case of an equality of votes the Co-Chair presiding at the Board Meeting shall have a second or casting vote. Unless otherwise determined every Board Meeting shall be held at the registered office of the Company or at such other place as the Co-Chairs shall direct. Directors who attend a Board Meeting held by way of a Hybrid Meeting or a Remote Meeting by virtual means shall be taken to be present for the purposes of this Article 36.

37. The Board shall meet together on a quarterly basis. The Board may hold Board Meetings other than quarterly Board Meetings only with the authorisation of the Co-Chairs and a majority of the Board.

38. If within half an hour from the time appointed for the holding of a Board Meeting a quorum is not present, the Board Meeting shall stand adjourned to the same day in the next week, at the same time and place, or at such other time and place as the Board may determine.

39. On the request of a Director or Co-opted Director, the Co-Chairs shall at any time, summon a Board Meeting by notice (stating the time and place of such Board Meeting) served upon the Directors and Co-Opted Directors. Any accidental omission or defect in any such notice or any accidental failure to give such notice to any Director or Co-opted entitled thereto shall not invalidate any of the proceedings at such Board Meetings so long as a quorum is present thereat.

40. One of the Co-Chairs or in their absence one of the Directors shall preside at all Board Meetings. Prior to each Board Meeting, the Co-Chairs shall agree between them which of the Co-Chairs will preside over the Board Meeting and will make every person who is present at the Board Meeting aware of who shall preside at that Board Meeting.

41. A Board Meeting at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.

42. The Board may delegate any of their powers to a Committee consisting of such Friends or Directors and such other persons as they think fit and any Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Board. Each Committee shall appoint a chairperson. The meetings and proceedings of any such Committee shall be governed by the provisions of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. No Committee shall have power to bind the Company without the prior approval of the Board.

43. All acts bona fide done by any Board Meeting or of any Committee, or by any person acting as a Director shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if

every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

44. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and the proceedings of all meetings of the Company and of Board Meetings and of Committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
45. A resolution in writing signed by all the or of any Committee who are entitled to receive notice of a Board Meeting or of such Committee shall be as valid and effectual as if it had been passed at a Board Meeting or of such Committee duly convened and held.

ACCOUNTS

46. The Board shall cause proper books of account to be kept with respect to:-
 - (a) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.

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

47. The accounting records shall be kept at the registered office of the Company, or, subject to Section 388 of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the Directors.
48. 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 accounts and books of the Company or any of them shall be open for the inspection of Friends.
49. At the AGM in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than six months before such AGM, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the AGM be sent to the Auditors and to all other persons entitled to receive notice of general meetings in the manner in which notices are hereinafter directed to be served. The Auditors' Report shall comply with Section 495 of the Act.

ALTERATION OF MEMORANDUM AND ARTICLES OF ASSOCIATION

50. The Memorandum and Articles of Association of the Company shall only be capable of alternation by Special Resolution passed at any general meeting of the Company.

AUDIT

51. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by an auditor appointed in accordance with Chapter 2 of Part 16 the Act.
52. Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Act.

NOTICES

53. A notice may be served by the Company upon any Friend, either personally, by email to the email address specified by that Friend to the Company or by sending it through the post in a prepaid letter, addressed to such Friend at their registered address as appearing in the Company's register of members.
54. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter. Any notice sent by email shall be deemed to have been served at the time of transmission.

DISSOLUTION

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

Names, Addresses and Descriptions of Subscribers