

the scottish fisheries museum trust ltd.

56045381



**THE COMPANIES ACT 1985  
SPECIAL RESOLUTION  
THE SCOTTISH FISHERIES MUSEUM TRUST LIMITED  
ADOPTION OF NEW MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

At a General Meeting of the members of the above named company, duly convened and held at The Scottish Fisheries Museum, St. Ayles, Harbourhead, Anstruther on Saturday, 26<sup>th</sup> May, 2012 at 11.00 a.m., the following Special Resolution was duly passed :

*That the existing Memorandum of Association and Articles of Association in their entirety be removed and substituted by the new Memorandum and Articles attached to this Resolution.*

Signed : .....

**D. J. Corner, Chairman**

.....

**A. de R. Davis, Company Secretary**

**Date : 26<sup>th</sup> May, 2012**

MONDAY



SCT 11/06/2012 #558  
COMPANIES HOUSE



RECOGNISED COLLECTION  
of NATIONAL SIGNIFICANCE

ST AYLES, HARBOURHEAD, ANSTRUTHER, FIFE KY10 3AB (01333) 310628

e-mail: info@scottishmuseum.org

Charity No. SC 006185  
VAT Reg No. 270 2790 64

51045381

THE COMPANIES ACTS 1985 AND  
COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL

MONDAY



SCT 11/06/2012 #557  
COMPANIES HOUSE

MEMORANDUM OF ASSOCIATION

of

THE SCOTTISH FISHERIES MUSEUM TRUST LIMITED

PRELIMINARY

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

"The Memorandum" shall mean this Memorandum of Association or such as is in force from time to time.

"The Articles" means the 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 Board of the Museum" means the Board of the Scottish Fisheries Museum Trust Ltd which is the body consisting of the Trustees and such other officers and advisors as may be deemed necessary for the proper governance of the Museum's affairs.

"Trustees" are the duly elected or appointed voting members of the Board of the Museum with the responsibilities detailed in the Memorandum and Articles of Association.

"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.

A "Charity" shall mean a Scottish Charity within the meaning of section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 96 of the Charities Act 1993.

"Charitable Purpose" shall mean a purpose which constitutes a charitable purpose under section 7 (2) of the Charities and Trustee Investment (Scotland) Act 2005 and also qualifies as a charitable purpose in respect of the definition of "qualifying expenditure" in section 506 (1) of the Income and Corporation Taxes Act 1988.

"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 Museums Galleries Scotland or the appropriate accrediting body as being properly constituted and as 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 any individual item comprised in the collection and on the official register of acquisitions.

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

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

"Year" means a year beginning on the first day of November.

"Month" shall mean calendar month.

Words importing the masculine shall include the feminine and vice versa.

Words importing persons shall include corporations.

Words importing the singular shall include the plural and vice versa.

1. The name of the Company (hereinafter referred to as "the Trust") is "The Scottish Fisheries Museum Trust Limited".
2. The Registered Office of the Company will be situated in Scotland.
3. The objects of the Trust are:
  - (a) To maintain the Museum known as "The Scottish Fisheries Museum" at the range of buildings known as St Ayles, Harbourhead, Anstruther, Fife or any other buildings as hereinafter provided wherein to bring together, hold, adequately house, conserve and document a Collection of Specimens being of historical, artistic or scientific importance and all associated with the Scottish Fishing Industry and in respect of which there will be a strong presumption against the subsequent disposal of the item.
  - (b) To acquire by purchase or otherwise, or to take on lease and thereafter restore, rebuild and maintain the said subjects known as St Ayles, Anstruther and any other buildings contiguous or adjacent thereto.
  - (c) To advance and promote the education of the general public and in particular the inhabitants of Scotland without distinction of sex or political, religious or other opinions by associating voluntary organisations, local authorities and other bodies of whatsoever status together with the inhabitants in a common effort to establish and preserve The Scottish Fisheries Museum and to obtain assistance and exchange ideas for the furtherance of these objects.
  - (d) To stimulate 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.

- (e) To display and publicise the Collection for the public benefit, permit 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.
- (f) To promote and assist in the collating and recording of historical, ethnological, archaeological, biological or other related information appropriate to the purpose of the Museum as set out herein.
- (g) To adopt a written collecting 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.
- (h) 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:

- (a) To purchase, take on lease, exchange, hire or otherwise acquire any heritable or moveable real or personal property and any right or privileges which may from time to time be deemed necessary for the promotion of the Trust's objects and to construct, maintain, add to, improve, restore, maintain, furnish, equip and alter any building or structure necessary for the work of the Trust.
- (b) 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:
  - (i) 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.
  - (ii) Any decision to sell or otherwise dispose of any Specimen shall be made only by the Board of Trustees 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.
  - (iii) Any Specimen identified for disposal from the Collection shall be offered first for transfer by loan, gift or exchange to any Museum administered by 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.
  - (iv) 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.

- (c) Subject to Clause 4(b) above, 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.
  - (d) To co-operate with any local authority, public body, association, museum, or any other body of an uncommercial character, having interest similar to the objects of the Trust, and that for the purpose of obtaining assistance or of exchanging ideas for the plans of the upkeep of a museum.
  - (e) Subject to Clause 4(b), to acquire either by purchase or otherwise, collect, uplift and take over any Specimens which may be of a nature suitable for the Collection to form exhibits within the said museum and to sell or otherwise dispose of any such Specimens as may appear to the Trust to be appropriate from time to time insofar as they competently so do and arrange from time to time to exchange Specimens with other museums or bodies of a similar nature, and to store Specimens from time to time.
  - (f) To provide and collect from the Members or otherwise funds for the purpose of carrying on or furthering the objects of the Trust, and to accept testamentary gifts of land or other property or of money, grants, donations, gifts, endowments and also Specimens suitable for exhibition.
  - (g) To charge a sum of money for admission to the Museum, which sum may be varied as may from time to time be appropriate.
  - (h) To insure, insofar as may be deemed appropriate, all the buildings belonging to the Trust or associated therewith and the contents thereof including the Specimens.
  - (i) Subject to Clause 4(b), to raise or borrow any money required for the purposes of the Trust upon such terms and such securities as may be determined, and to create mortgages or issue debentures or debenture stock, perpetual or otherwise, charged upon all or any of the property, both present and future, of the Trust, to secure any monies so borrowed or raised, or to secure any obligations to which the Trust is subject.
  - (j) To invest the monies of the Trust not immediately required upon such securities or otherwise in such manner as may be from time to time be determined.
  - (k) To do all such lawful things as are incidental or conducive to the attainment of the above objects or any of them.
  - (l) To take such steps by personal or written appeals, advertising matter, public meeting, 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.
  - (m) To employ and (subject to the provisions of Clause 5) remunerate staff of the Trust.
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, 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 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, and to any member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a reasonable rate to any member of the Trust but so that no member of the governing body of the Trust 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 monies worth shall be given by the Trust to any member of such governing body except repayment of out of pocket expenses and interest at the rate aforesaid on money lent to the Trust.

6. The liability of the members is limited.

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 and liabilities of the Trust contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up of the same, and for the adjustment of the rights of the contributories such amount as may be required not exceeding one pound.

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. 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 to the local or other relevant authority at the time having statutory responsibility for museum provision in Fife, to be held in trust on terms consistent with the provisions of Clause 3 hereof and for charitable purposes only, and the other assets likewise held for the maintenance and development of the Collection; provided that:

- (a) The said Museum shall in turn be empowered to give or transfer all or part of the Collection and other assets and any monies subsequently realised from the Collection, on the same terms and with the same powers (including the power of subsequent gift or transfer) under which they were received by the said Museum, to such other institution (whether established as a local authority, Company or Trust) having objects (whether its sole objects or part only of its objects) consistent with the provisions of Clause 3 hereof and which, if a Company or Trust, shall prohibit the distribution of its income and assets among its members or beneficiaries to an extent at least as great as is imposed on the Trust under or by virtue of Clause 5 as may be determined by the Trustees and
- (b) If the said authority shall no longer exist at the time of winding up or dissolution of the Trust, or shall not accept the Collection and other assets of the Trust, the same shall be given or transferred to another institution as described in proviso (a) above, on the same terms and with the same powers (including the power of subsequent gift or transfer of all or any part of the Collection and other assets as the said Museum would have had as may be determined by the Members of the Trust with (if requisite) the written approval of the Lord Advocate or the authority of any court having jurisdiction over the distribution of the assets of the Trust, whether before, at or after the date of winding up or dissolution of the Trust.

Declaring that if at any time the institution holding the Collection and other assets and monies or any part thereof desires to give or transfer all or part of the same to another institution, the institution to which such gift or transfer is intended to be made shall, as a

condition of its receipt of the Collection and other assets or monies or any part thereof, undertake that the said other assets and monies, and any monies subsequently realised from the Collection, shall be applied only for the purpose of maintaining and developing the Collection, or another collection of such institution with which the Collection or parts thereof shall be integrated, or otherwise for charitable purposes only;

And if and insofar as effect cannot at any time be given to the aforesaid provisions, the Collection and other assets (if any) of the Trust shall be applied for charitable purposes only.

7. 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 expenditures take place, and of the property, credits and liabilities of the Trust; and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations of the Trust for the time being shall be open to the inspection of the members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors who shall report the result to the Trust [if required under the provisions of Article 62 of the Articles of Association].

March 2012

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**THE SCOTTISH FISHERIES MUSEUM TRUST LIMITED**

**PRELIMINARY**

1. In these Articles, unless the context requires otherwise the following expressions shall have the following meanings:

"The Trust" shall mean The Scottish Fisheries Museum Trust Limited.

"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 Board of the Museum" means the Board of the Scottish Fisheries Museum Trust Ltd which is the body consisting of the Trustees and such other officers and advisors as may be deemed necessary for the proper governance of the Museum's affairs.

"The Trustees" are the duly elected or appointed voting members of the Board of the Museum with the responsibilities detailed in the Memorandum and Articles of Association.

"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.

A "Charity" shall mean a Scottish Charity within the meaning of section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 96 of the Charities Act 1993.

"Charitable Purpose" shall mean a purpose which constitutes a charitable purpose under section 7 (2) of the Charities and Trustee Investment (Scotland) Act 2005 and also qualifies as a charitable purpose in respect of the definition of "qualifying expenditure" in section 506 (1) of the Income and Corporation Taxes Act 1988.

"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 Museums Galleries Scotland or the appropriate accrediting body as being properly constituted and as 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 any individual item comprised in the collection and on the official register of acquisitions.

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

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act 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 word "Trustees" for "Directors" as these words respectively appear in the Act.

"Year" means a year beginning on the first day of November.

"Month" shall mean calendar month.

Words importing the masculine shall include the feminine or vice versa.

Words importing persons shall include corporations.

Words importing the singular shall include the plural and vice versa.

### MEMBERSHIP

2. For the purpose of registration the number of Members of the Trust is to be taken to be limited to One Thousand Five Hundred.
3. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these Articles shall be Members of the Trust.
4. There shall be three Classes of Members, namely:  
(a) Subscribing Members, (b) Life Members, (c) Honorary Members.
5. The Subscribing Members shall be persons, who signify to the Trust their desire to become Subscribing Members and shall be admitted to membership as such by the Trustees and who in any year make a payment to the Trust of the sum of 50p or such other sum as the Trustees shall prescribe. If such sum is not paid by the Subscribing Member before the 1st May in any year the Trustees may remove the name of the Member from the Register of the Members, and he shall thereupon cease to be a Member.
6. The Life Members shall be such persons who, prior to 1 January 2012 when this category of membership was discontinued for new applicants, signified their desire to become Life Members and were admitted as such by the Trustees.
7. Honorary Members shall be such persons as may be elected by the Trustees as Honorary Members of the Trust by reason of their services to the Trust or by reason of benefactions made to the Trust by them or persons or bodies whom they represent.

8. The privileges of a Member shall not be transferable.
9. Membership of the Trust shall, subject to the provisions of these Articles, be open to all persons irrespective of political or religious opinions, sex, nationality, race or colour.
10. The Trustees may for the time being and from time to time authorise the formation within the Trust of sections amongst the Members, for the furtherance of a common activity.
11. The forms of application for Membership and the manner of the election shall be such as the Trustees from time to time decide. Every Member upon admittance to membership shall be bound by the Articles.
12. The Trustees 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**

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

#### **TERMINATION OF MEMBERSHIP**

14. A Member may resign on giving to the Secretary one calendar month's notice in writing.
15. The Trustees shall be entitled at any time, should they in their absolute discretion deem it desirable, to remove from membership any Member for any one of the following causes:
  - (a) if the 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 instructions of the Trustees, requiring him to remedy such neglect or refusal;
  - (b) if the Trustees at a meeting at which the Member concerned shall have been given a reasonable opportunity to be present and speak on his own behalf, and 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 by 1<sup>st</sup> May 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.
16. 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 of his guarantee).

**MEETINGS**

17. General Meetings of the Trust shall be held once every year at such time and place as the Trustees shall appoint, but so that not more than fifteen months shall be allowed to elapse between any such General Meetings.
18. The above mentioned General Meetings shall be called Annual General Meetings; all other General Meetings shall be called Extraordinary.
19. 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 3 68 of the Act.

**NOTICE OF GENERAL MEETINGS**

20. Seven days notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place, the day and the hour of Meeting, and, in case of special business, the general nature of that business shall be given in manner hereinafter mentioned, or in such other manner if any as may be prescribed by the Trustees to such persons as are under these Articles entitled to receive such notices, but the accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate the proceedings at any General Meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

21. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the ordinary report of the Trustees and Independent Examiners of Accounts. The election of Trustees in the place of those retiring by rotation and the fixing of the remuneration of the Independent Examiners of Accounts shall also be deemed special.
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; five Members personally shall be a quorum.
23. The Chairman of the Trustees or, failing him, a Vice-Chairman shall preside at every General Meeting of the Trust. If at any meeting none of these be present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of the Trustees present to be Chairman of the meeting.
24. If no such Chairman is available, or if at any Meeting these officers and members of the Board of Trustees are unwilling to act as Chairman, the Members present shall choose some one of their number to be Chairman.
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. It shall not be necessary to give 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 at least three Members, and, unless a poll is 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, or not carried by a particular majority, and an entry to that effect in the book 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 of or against that Resolution.

27. Except as provided in Article 22, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result 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 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.

#### **VOTES OF MEMBERS**

30. On a show of hands and on a poll every Member who is entitled to receive notice of the Meeting shall have one vote. All votes must be given personally. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Trust have been paid.
31. 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.

#### **RESOLUTION IN WRITING**

32. 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 the 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.

#### **POWERS OF TRUSTEES**

33. The entire business of the Trust shall be arranged and managed by the Trustees who may exercise all such powers 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 Meeting, 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 Trustees which would have been valid if such regulation had not been made.
34. The Trustees shall consist of not less than eight and not more than eighteen members (excluding the President and any Vice-President). All Trustees whether elected or appointed must be members of the Trust except those appointed by Fife Council or the representatives of any other organisation or authority that from time to time may be added by the Trustees to membership under Section 37(e) below.

35. The Trustees shall adopt a written Collecting 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.
36. The Trustees shall maintain an accurate and current Register of all Specimens acquired for, or removed from, the collection.

### **ROTATION OF TRUSTEES**

37. Appointments to the Trustees shall be as follows:
- (a) One member will be elected by each of the following: SFM Boats Club, the SFM Model Boat Club and the St. Ayles Rowing Club.
  - (b) One member will be elected by the Volunteers of the Scottish Fisheries Museum Trust Ltd.
  - (c) Three members will be elected by the Members of the Scottish Fisheries Museum.
  - (d) Eight members will be appointed by the Trustees.
  - (e) One member will be appointed by Fife Council.
38. The Trustees shall have power, subject only to the provisions of the Articles, to co-opt additional Trustees, provided that not more than a voting minority of such persons are Trustees at any one time. The Trustees shall advise Members of the Trust of any Co-options to their number at the A.G.M. All co-opted members will be appointed for a specified period of time.
39. All Trustees as specified in Section 37 (b) (c) and (d) will initially serve for a term of three years. Thereafter a retiring Trustee will be eligible for election/appointment to further terms in office as determined by the Trustees.
40. The Trustees shall have power, subject to the provisions of the Memorandum of Association, to appoint and remove such paid officers and staff of the Trust they shall think fit, and also to appoint and remove Solicitors and such other Agents and consult such experts, legal and others, as they may think fit. It shall have full power 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 and pension or superannuation 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 Trustees' discretion to officiate 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. Appointment to the posts of President or Vice-Presidents shall not be governed by Article 45(f)
42. The President and all Vice-Presidents of the Trust shall be entitled ex-officio to attend all meetings of the Trustees and of any Standing Committees. They shall not however have the status of Trustees while holding these offices.

### OFFICERS OF THE TRUST

43. The Trustees shall, immediately prior to each AGM, hold a meeting to confirm the nomination from among their members of a Chairman and Vice Chairmen of the Trust for the forthcoming year. The names of the officers so nominated shall be forwarded to the AGM for confirmation.

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

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

### DISQUALIFICATION OF TRUSTEES

45. The office of a member of the Trustees shall be vacated if:

- (a) the Trustees pass a resolution by a three-fourths majority that it is desirable that the member should cease to be a Trustee;
- (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 Trustee by reason of any order made under the Insolvency Act 1986, or any amendment, extension or re-enactment thereof.
- (f) the member fails to attend three consecutive meetings of the Trustees and the Trustees 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 TRUSTEES

46. Meetings of the Board of the Scottish Fisheries Museum Trust Limited shall be held at such times and such places as the Trustees may from time to time direct. The Chairman or any three Trustees may, and the Secretary upon request of the Chairman or such members shall at any time, convene a meeting of the Trustees.
47. The quorum at any meeting of the Trustees shall be five members (excluding the President and any Vice-Presidents). This quorum must include at least one officer as defined in Sections 43 and 44 above.
48. Meetings of the Trustees shall be chaired by the Chairman of the Trust or, in his absence, a designated Vice-Chairman or, in the absence of these officers, by one of the Trustees to be chosen by those present.

49. A Trustee who is not at the material time in the United Kingdom shall not be entitled to receive notice of meeting of the Board of Trustees.
50. The Trustees 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 otherwise in the Articles, provided always that any decision to sell or otherwise dispose of any Specimen shall be made only by the Trustees 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. The Committees shall have power to appoint Sub-Committees to whom they may delegate such of their business as they think fit.

The members of the Committee or Sub-Committee need not necessarily be Trustees or of the Committees 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 Trustees 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 Trustees or failing such appointment, elected by the relative Committee or Sub-Committee.

51. All acts bona fide done by the Trustees, 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 Trustees 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 Trustees), shall be as valid as if every such person had been duly appointed, and was at the time qualified to be a Trustee or member of a Committee or Sub-Committee.
52. The Trustees for the time being may act notwithstanding any vacancy in their body. In the event of such a vacancy or vacancies reducing the membership to less than a quorum, the remaining may meet for the sole purpose of inviting any body having the right of nomination of persons to the Board of the Museum 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.
53. A resolution in writing, signed by all the Trustees 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 Trustees duly convened and held, and may consist of several documents in the like form, and signed by one or more of the Trustees

#### STAFF

54. The Trustees shall appoint a Director who shall be responsible for the day to day management of the Museum and the appointment and management of such salaried staff as may be deemed necessary for the running of the institution. The Trustees shall also appoint, and from time to time may replace, a named person to be responsible for the care and development of the Collection, subject only to the requirement that if such person is not an appropriately qualified and/or experienced professional museum curator and if for the time being the Trustees do not have amongst their number a person with appropriate qualifications and/or experience, they shall seek to appoint such a person to be their Adviser.
55. The Trustees have the power to appoint such other paid staff as are required. The Trustees shall have the power to dismiss staff in accordance with their Terms and Conditions of Employment.

56. No such paid staff may be a Trustee of the Museum or vote on its deliberations.
57. No Trustee shall be appointed to any salaried office of the Trust but may receive reimbursement of such out-of-pocket expenses deemed necessary while carrying out their duties as agreed by the Trustees.
58. The Trustees shall ensure that each member of staff paid by the Trust is issued with Terms and Conditions of Employment and that established Support, Grievance and Disciplinary Procedures are in place.

### ACCOUNTS AND AUDIT

59. The Trustees 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 receipt 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.

60. The books of account shall be kept at the Registered Office of the Trust, and subject to any reasonable restriction as to time and manner of inspection the same that may be imposed by the Trust in General Meeting, the same shall be open to the inspection of the Members at all times during the usual business hours.
61. The Trustees 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.
62. The Trust is not required to appoint auditors, as long as the criteria for small business set out in changes to the Companies Act 1985 are met.
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 manner as the Trustees shall from time to time determine.

### NOTICES

64. A notice may be sent by the Trust to any Member by leaving it or sending it through the post in a prepaid letter addressed to the Member at his address as appearing on the Register of Members. A notice so sent through the post shall be deemed to have been received at the time when the letter containing the same is put into the post office.
65. Notice of every General Meeting shall be given in same manner hereinbefore authorised to:
- (a) all Members who have registered addresses within the United Kingdom;



- (b) the Independent Examiner of Accounts for the time being of the Trust. No other person shall be entitled to receive notice of a general meeting.

#### **STANDING ORDERS**

66. The Trustees shall have power to adopt and issue Standing Orders. Such Standing Orders shall come into operation immediately, provided always that they shall be subject to annual review and shall not be inconsistent with the provisions of the Memorandum and Articles of Association.

#### **MINUTES**

67. Correct Minutes of the proceedings of the Trustees and of Committees or Sub-Committees of the Trust shall be taken and shall be kept at the office of the Secretary or by such other person as the Trustees may from time to time appoint and shall be in such form as the Trustees may direct.

#### **INDEMNITY**

68. 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.

#### **WINDING UP**

69. If the Trust shall be wound up the Collection shall be transferred and the assets of the Trust disposed of in accordance with Clause 6 of the Memorandum of Association.

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.

March 2012