

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES of ASSOCIATION
of
THE WISE GROUP

Company Number SC091095

[Charity Number SC004089]

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Constitution of company

- 1 The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of this charitable company.

Defined Terms

- 2 In these articles of association, unless the context requires otherwise:
- 2.1 “Act” means the Companies Act 2006;
 - 2.2 “charity” means a body which is either a “Scottish charity” within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a “charity” within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;
 - 2.3 “charitable purpose” means a 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 application of the Taxes Acts;
 - 2.4 ‘the charity’ is the Wise Group;
 - 2.5 “clear days”, in relation to notice of a meeting, means a period excluding the day on which notice is given and the day on which the meeting is held;
 - 2.6 “electronic form” has the meaning given in section 1168 of the Act;
 - 2.7 “electronic means” has the meaning of any form of electronic equipment for processing, storage and transmission of data as defined in Section 1168 of the Act;
 - 2.8 “individual” means a natural person;
 - 2.9 “OSCR” means the Office of the Scottish Charity Regulator;
 - 2.10 “the office” means the registered office of the Wise Group;
 - 2.11 “in person” or “present” includes being present via electronic means agreed by the trustees in which a participant may communicate with all other participants;
 - 2.12 “property” means any property, heritable or moveable, real or personal, wherever situated;
 - 2.13 “subsidiary” has the meaning given in section 1159 of the Act; and
 - 2.14 “trustees” are trustees under the Charities Act, and also “directors” under the Act. They are referred to as “trustees” throughout this document.

Objects

- 3 The charitable objects of the Wise Group are:
- 3.1 The prevention and relief of poverty by using the development of insight, data and evidence into civic challenges to develop and deliver associated solutions, using for example relational mentoring to transform lives and lift people out of poverty.
 - 3.2 The advancement of citizenship and community development through promoting the principles of social enterprise, and in particular through arrangements which advance a social return.
 - 3.3 Any other analogous purpose.
- 4 In the pursuance of these objects the Wise Group
- 4.1 is intent on inspiring positive change in the lives of individuals and households.
 - 4.2 shall seek to develop and deliver evidence-based solutions to alleviate civic challenges.
 - 4.3 shall seek to establish and maintain fair work practices, in line with principles of best practice as applying at any given time.

The charitable objects of the Wise Group are restricted to those set out in article 3 (but subject to article 5).

- 5 The Wise Group may (subject to first obtaining the consent of OSCR) add to, remove or alter the statement of the Wise Group's objects in article 3.

Powers

- 6 In pursuance of the objects set out in article 3 (but not otherwise) the Wise Group shall have the following powers:
- 6.1 To carry on any lawful activities which further any of the above objects;
 - 6.2 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Wise Group;
 - 6.3 to raise funds and to invite and receive contributions, including accepting grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them);
 - 6.4 to enter into contracts or grant funded arrangements to provide services to or on behalf of other bodies;

- 6.5 To borrow money, and to give security in support of any such borrowings by the Wise Group, in support of any obligations undertaken by the charity or in support of any guarantee issued by the charity.
- 6.6 to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- 6.7 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 6.8 to set aside funds for special purposes or as reserves against future expenditure;
- 6.9 to engage and pay agents not being members of the Board of Trustees of the Wise Group ("the Board") and to make all reasonable and necessary provision for the payment of pensions and superannuation to and on behalf of employees, former employees and their dependants;
- 6.10 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 6.11 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 6.12 to deal in any intellectual property;
- 6.13 to promote and carry out research;
- 6.14 to purchase insurance of all kinds, including the purchase of any premium in respect of any indemnity insurance to cover the liability of the members of the Board of Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust or breach of duty of which they may be guilty in relation to the Wise Group; provided that any such insurance shall not extend to any claim arising from any act or omission which the trustee know to be a breach of trust or breach of duty or which was committed by the trustee in reckless disregard of whether it was a breach of trust or duty or not provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustee in their capacity as trustees of the Wise Group;
- 6.15 To:
- Deposit or invest funds
 - Employ a professional fund manager or financial expert;
 - Arrange for the investments or other property of the Wise Group to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Charities Act;

- 6.16 to provide advice;
- 6.17 to publish or distribute information;
- 6.18 to insure the property of the Wise Group against any foreseeable risk and take out other insurance policies to protect the Wise Group when required;
- 6.19 to enter into contracts to provide services to or on behalf of other bodies;
- 6.20 to give such undertakings and indemnities with such security as may be necessary in connection therewith to confirm fulfilment of any conditions relating to the application by the Wise Group of monies received by the Charity;
- 6.21 to acquire, or merge or enter into partnership, consortium, joint venture or other association or arrangement with any person, firm, charity or company and to acquire the whole or any part of the assets or undertaking of any person, firm, charity or company;
- 6.22 To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Wise Group;
- 6.23 To employ such staff as are considered appropriate for the proper conduct of the Wise Group's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;
- 6.24 To engage such consultants and advisers as are considered appropriate from time to time;
- 6.25 To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, as appropriate;
- 6.26 To oppose, or object to, any application or proceedings which may prejudice the interests of the Wise Group and its beneficiaries.

Restrictions on use of the Wise Group's assets

- 7 The income and property of the Wise Group shall be applied solely towards promoting the charity's objects (as set out in article 3).
- 8 No part of the income or property of the Wise Group shall be paid or transferred (directly or indirectly) to the members of the charity whether by way of dividend, bonus or otherwise.

- 9 No Trustee of the Wise Group (other than the Executive Director, as set out in articles 59-60) shall be appointed as a paid employee of the Wise Group; no trustee (other than the Executive Director) shall hold any office under the Wise Group for which a salary or fee is payable.
- 10 No benefit (whether in money or in kind) shall be given by the Wise Group to any trustee except:
- 10.1 repayment of out-of-pocket expenses;
 - 10.2 reasonable payment in return for particular services (not being of a management nature) actually rendered to the charity;
 - 10.3 in the case of the Executive Director only, reasonable remuneration, and reasonable pension and/or other benefits, paid or provided to them in their capacity as an employee of the Wise Group.

Liability of members

- 11 The liability of the members is limited.
- 12 Each member undertakes that if the Wise Group is wound up while they are a member (or within one year after they cease to be a member), they will contribute - up to a maximum of £1 - to the assets of the charity, to be applied towards:
- 12.1 payment of the Wise Group's debts and liabilities contracted before they cease to be a member;
 - 12.2 payment of the costs, charges and expenses of winding up; and
 - 12.3 adjustment of the rights of the contributories among themselves.

General Structure

- 13 The structure of the charity consists of:-
- (a) MEMBERS - who have the right to attend the general meetings and have the right to vote, and who also have important powers under the articles of association and the Act; in particular, the members elect people to serve as trustees and take decisions in relation to changes to the Articles themselves.
 - (b) TRUSTEES - who hold regular meetings during the period between general meetings, and who control and supervise the activities of the charitable company and are also its directors under the Act; in particular, the trustees are responsible for monitoring risk and financial position of the Wise Group.

Membership

- 14 Membership of the charitable company shall consist only of the trustees of the Wise Group and each member of the Wise Group shall be known as a Member.
- 15 A person will be deemed to have been admitted as a member with effect from the date on which they formally consent to their appointment as a trustee of the Wise Group and sign a Companies House Form AP01 (or its electronic equivalent or replacement for the time being in force) and shall cease to be a member when they cease to be a trustee of the charitable company in terms of these Articles.
- 16 Subject to these presents a member may at any time resign from Membership of the charity only when they cease to be a trustee of the charity in accordance with these Articles.
- 17 Membership shall not be transferable and shall cease on death.

General Meetings (meetings of members)

- 18 All meetings of members shall be called General Meetings.
- 19 The trustees may convene a general meeting at any time.
- 20 The trustees must convene a general meeting if there is a valid requisition by members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act).
- 21 For the avoidance of doubt, the trustees shall be under no obligation to convene annual general meetings.

Notice of general meetings

- 22 At least 14 clear days' notice must be given of a general meeting.
- 23 The reference to "clear days" in article 22 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice sent by electronic means, the day after it was sent) and also the day of the meeting, should be excluded.
- 24 A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of the business to be dealt with at the meeting and (b) if a special resolution (see articles 43-44) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
- 25 Notice of every general meeting shall be given
 - (a) where the individual to whom notice is given has notified the Wise Group of an address to be used for the purpose of electronic communication, in electronic form; or
 - (b) (subject to the Wise Group notifying members of the presence of the notice on the website, and complying with the other requirements of section 309 of the Act) by means of a website.

- (c) The accidental omission to give notice of a meeting to, or the non-receipt of such a notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings taken at the meeting.

Membership subscription

- 26 For the avoidance of doubt, no member shall be required to pay any membership subscription, whether at the time of admission to membership or on any periodic basis.

Proceedings at general meetings

- 27 No business shall be transacted at any general meeting unless a quorum is present; the quorum shall be three or one third of the current membership, present in person or represented by proxy.
- 28 If the quorum required under the preceding article is not present within fifteen minutes after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chair of the meeting.
- 29 The Chair of the Wise Group shall (if present and willing to act as chair) preside as chair of the meeting; if the Chair is not present and willing to act as chair within fifteen minutes of the time appointed for holding the meeting, the Vice Chair shall (if present and willing to act as chair) preside as chair of the meeting.
- 30 If neither the Chair nor the Vice Chair is present and willing to act as chair within fifteen minutes of the time appointed for holding the meeting, the trustees present shall elect one of their number to act as chair.
- 31 The chair may, with the consent of the meeting at which a quorum is present to such time and place as the chair may determine.
- 32 A resolution put to the vote of a meeting shall be decided on a show of hands unless before the show of hands, or immediately after the result of the show of hands is declared, a secret ballot is demanded by the chair, or by at least two persons present and entitled to vote (whether as members or as proxies for members) at the meeting.
- 33 If a secret ballot is demanded in accordance with the preceding article it shall be taken at once and shall be conducted in such manner as the chair may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.
- 34 A resolution in writing signed by 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 duly convened and held.

Votes of members

- 35 Every member shall have one vote, which (whether on a show of hands or on a secret ballot) may be given either personally or by proxy.
- 36 A member who wishes to appoint a proxy to vote on their behalf at any meeting (or adjourned meeting):
- 36.1 shall lodge with the Wise Group, at the charity's registered office, a written instrument of proxy (in such form as the trustees require), signed by them; or
- 36.2 shall send by email to the Wise Group at such email address as may have been notified to the members by the charity for that purpose, an instrument of proxy (in such form as the trustees require)
- providing (in either case) the instrument of proxy is received by the Wise Group at the relevant address not less than 48 hours before the time for holding the meeting (or as the case may be, adjourned meeting); in calculating the 48-hour period no account shall be taken of any part of a day that is not a working day.
- 37 An instrument of proxy which does not conform with the provisions of article 36, or which is not lodged or sent in accordance with such provisions, shall be invalid.
- 38 A member shall not be entitled to appoint more than one proxy to attend on the same occasion.
- 39 A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed them to speak at the meeting and need not be a member of the Wise Group.
- 40 If there is an equal number of votes the chair of the general meeting shall be entitled to a casting vote.
- 41 A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chair (or by at least two persons present in person at the meeting and entitled to vote); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 42 If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chair may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

Special resolutions and ordinary resolutions

- 43 For the purposes of these articles a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 22-25, for the avoidance of doubt, the reference to a 75%

majority relates only to the number of votes cast in favour of the resolution as compared with the total number of votes cast in relation to the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.

- 44 In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the Wise Group, by special resolution:

44.1 to alter its name;

44.2 to alter its Objects or Activities

44.3 to alter any provision of these articles or adopt new articles of association.

- 45 For the purposes of these articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes cast against, and (as applicable) the chair’s casting vote) at a general meeting, providing proper notice of the meeting has been given in accordance with articles 22 to 25.

Written resolutions

- 46 A resolution in writing signed by 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 duly convened and held.
- 47 A resolution to remove a trustee (under section 168 of the Act) or a resolution to remove an auditor (under section 510 of the Act) cannot be proposed as a written resolution under article 46.
- 48 For the purposes of article 46, a proposed written resolution will lapse if it is not passed before the end of a period of 28 days beginning with the circulation date and the agreement of any member to a written resolution will be ineffective if signified after the expiry of that period.

Number of trustees

- 49 The maximum number of trustees shall be 12, of whom one shall be the Executive Director (CEO) under articles 59 and 60; the minimum number of trustees shall be 3.

Composition of the Board

- 50 The trustees shall comprise such persons who are deemed to have the appropriate skills and experience to make a substantial contribution to the work of the Wise Group, as may be appointed from time to time by the trustees in terms of these Articles.

51 The trustees shall, in exercising their powers of appointment under article 58, also strive to achieve a balance of representation at board level which reflects the diversity within the communities in which the Wise Group operates.

52 For the avoidance of doubt, every trustee shall also be a member of the Wise Group.

Board Appointment and terms of office

53 To ensure efficient and effective trustee succession planning, the Board of Trustees shall establish a trustee appointments committee, chaired by the Vice Chair and comprising of at least two further trustees (one of whom shall be the Chair) and such other members as the Board agrees. This Committee shall meet as required and shall make recommendations to the Board on the appointment of trustees, the formal appointment of trustees being a power reserved to the Board.

54 Other than the Executive Director (CEO), article 60, each trustee shall be appointed to serve for a fixed term of no more than a period of three years.

55 At the end of the first term a second term of up to three years may be offered subject to the needs of the Board and the recommendation of the appointments committee.

56 In exceptional circumstances, where the needs of the Wise Group requires it, individual trustees may be asked to extend their service for a further period, to be determined by the Board, such period always being less than three years.

57 Where a trustee was appointed as Chair whilst serving as a trustee this appointment will be for a period of three years from appointment as Chair and in line with good governance practice.

58 The trustee appointments committee shall ensure there is an adequate skills assessment in place to inform any decision to recommend an appointment.

Executive Director

59 The directors shall, at the first meeting of the directors which is held after the appointment of any individual to the post of chief executive of the Wise Group, appoint that individual as a director (the "Executive Director") of the charity.

60 The Executive Director shall continue to hold office as a trustee of the Wise Group unless and until they cease (for whatever reason) to hold the post of chief executive of the charity.

Termination of Office

61 A trustee shall automatically vacate office if:

- 61.1 they cease to be a trustee through the operation of any provision of the Act or become prohibited by law from being a company director;

- 61.2 they become debarred under any statutory provision from being a charity trustee;
 - 61.3 they become incapable for medical reasons of fulfilling the duties of their office and such incapacity has continued, or is expected to continue, for a period of more than six months;
 - 61.4 (except in the case of the Executive Director) they become an employee of the Wise Group;
 - 61.5 in the case of the Executive Director, they cease to hold the post of chief executive of the Wise Group;
 - 61.6 they resign office by notice to the Wise Group. Removal from the position of trustee will also mean that the individual will cease to be a member of the Wise Group;
 - 61.7 they are absent without special leave of absence granted by the Chair and reported to the full Board, for more than 6 months, and the trustees resolve to remove them from office;
 - 61.8 they are removed from office by ordinary resolution of the trustees on the grounds that they are considered to have committed a material breach of the code of conduct for trustees in force from time to time;
 - 61.9 they are removed from office by resolution of the trustees on the grounds that they are considered to have been in serious or persistent breach of their duties under section 66(1) or (2) of the Charities and Trustee Investment (Scotland) Act 2005; or
 - 61.10 they are removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.
- 62 A resolution under article 61.8 or 61.9 shall be valid only if:
- 62.1 the trustee who is the subject of the resolution is given reasonable prior written notice by the trustees of the grounds upon which the resolution for their removal is to be proposed;
 - 62.2 the trustee concerned is given the opportunity to address the meeting of trustees at which the resolution is proposed, prior to the resolution being put to the vote.

Office Bearers

- 63 The trustees shall elect from among themselves a Chair, a Vice Chair and such other office bearers (if any) as they consider appropriate who shall hold office for a period of time as specified by the Board and in accordance with their agreed terms of appointment as a trustee and (for the Chair) article 57 above but shall be subject to removal by the trustees.
- 64 A person elected to any office shall cease to hold that office if they cease to be a trustee, or if they resign from that office by written notice to that effect.

Powers of trustees

- 65 Subject to the provisions of the Act and these articles and to any directions given by special resolution, the business of the Wise Group shall be managed by the trustees who may exercise all the powers of the charity.
- 66 A meeting of trustees at which a quorum is present may exercise all powers exercisable by the trustees.

Personal Interests and Trustee remuneration

- 67 A trustee who has a personal interest in any transaction or other arrangement which the Wise Group is proposing to enter into, must declare that interest at a meeting of the trustees; they will be debarred (in terms of article 88) from voting on the question of whether or not the charity should enter into that arrangement.
- 68 For the purposes of the preceding article, a trustee shall be deemed to have a personal interest in an arrangement if any partner or other relative or connected person, as defined by the Act, of theirs **or** any firm of which they are a partner **or** any limited company of which they are a substantial shareholder or director **or** any limited liability partnership of which they are a member **or** any Scottish charitable incorporated organisation of which they are a charity trustee **or** any registered society or unincorporated association of which they are a management committee member (or any other party who/which is deemed to be connected with them for the purposes of the Act), has a personal interest in that arrangement.
- 69 Provided
- (a) they have declared their interest
 - (b) they have not voted on the question of whether or not the charity should enter into the relevant arrangement and
 - (c) the requirements of article 75 are complied with,
- a trustee will not be debarred from entering into an arrangement with the Wise Group in which they have a personal interest (or are deemed to have a personal interest under article 68) and may retain any personal benefit which they gain from their participation in that arrangement.

- 70 The trustees shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any conflict situation (as defined for the purposes of that section of the Act) that may arise (such that the duty of the trustee concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation; the trustees may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances.
- 71 For the avoidance of doubt, the provisions of section 175 of the Act and article 75 do not apply to a conflict of interest relating to a transaction or arrangement with the charity; conflicts of that kind are regulated by the provisions of articles 67-70 and articles 87-88.
- 72 Other than the Executive Director, as set out in article 60, no trustee may serve as an employee (full time or part time) of the Wise Group, and no trustee may be given any remuneration by the Wise Group for carrying out their duties as a trustee or as a holder of office.
- 73 The Executive Director shall, notwithstanding that they are a director of the charity, be entitled to retain all remuneration, and all pension and/or other benefits, paid or provided to them in their capacity as an employee of the Wise Group.
- 74 The trustees may be paid all travelling and other expenses properly incurred by them in connection with their attendance at meetings of trustees, general meetings or meetings of committees of trustees or otherwise in connection with the carrying-out of their duties.
- 75 In line with article 10, where a trustee provides services to the Wise Group or might benefit from any remuneration paid to a connected party for such services, then
- (a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable
 - (b) the trustees must be satisfied that it would be in the interests of the Wise Group to enter into the arrangement (taking account of that maximum amount); and
 - (c) less than half of the trustees must be receiving remuneration from the Wise Group (or benefit from remuneration of that nature).
- 76 The trustees shall ensure that a register of trustees' interests is maintained in accordance with the provisions in this regard contained in the code of conduct for trustees referred to in article 78.

Conduct of Trustees

- 77 Each of the trustees shall, in exercising their functions as a trustee of the Wise Group, act in the interests of the charity; and, in particular, must:
- 77.1 seek, in good faith, to ensure that the Wise Group acts in a manner which is in accordance with its purposes;

- 77.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
- 77.3 in circumstances giving rise to the possibility of a conflict of interest between the Wise Group and any party responsible for the appointment of that trustee, put the interests of the charity before that of the other party;
- 77.4 where any other duty prevents them from doing so, disclose the conflicting interest to the Wise Group and refrain from participating in any deliberation or decision of the other trustees with regard to the matter in question;
- 77.5 ensure that the Wise Group complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.
- 78 Each of the trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board of trustees from time to time.
- 79 For the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of trustees contained in these articles of association, and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

Proceedings of trustees

- 80 Board meetings will be held on a regular basis. Any trustee may call a meeting of the trustees or request the secretary to call a meeting of the trustees.
- 81 Questions arising at a meeting of trustees shall be decided by a majority of votes; in the case of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 82 No business shall be dealt with at a meeting of the trustees unless a quorum is present; the quorum for meetings of the trustees shall be three or one third of the trustees then in office.
- 83 A trustee may participate in a Board meeting, a committee meeting or any other meeting of trustees by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively with all other persons participating in the meeting. Participation in this manner is deemed to constitute presence in person at the meeting.
- 84 If at any time the number of trustees in office falls below the number fixed as the quorum, the remaining trustee(s) may act only for the purpose of filling vacancies or of calling a general meeting.

- 85 Unless they are unwilling to do so, the Chair of the Wise Group shall preside as chair at every meeting of trustees at which they are present; if the Chair is unwilling to act as chair or is not present within fifteen minutes after the time appointed for the meeting, the Vice Chair shall act as chair of the meeting.
- 86 If neither the Chair nor the Vice Chair is present and willing to act as chair within fifteen minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chair of the meeting.
- 87 The trustees may, at their discretion, allow any person whom they reasonably consider appropriate, to attend and speak at any meeting of the trustees; for the avoidance of doubt, any such person who is invited to attend a trustees' meeting shall not be entitled to vote.
- 88 A trustee shall not vote at a meeting of trustees or at a meeting of a committee of trustees on any resolution concerning a matter in which they have, directly or indirectly, a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the Wise Group.
- 89 For the purposes of the preceding article, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of theirs **or** any firm of which they are a partner **or** any limited company of which they are a substantial shareholder or director **or** any limited liability partnership of which they are a member **or** any Scottish charitable incorporated organisation of which they are a charity trustee **or** any registered society or unincorporated association of which they are a management committee member has a personal interest in that matter.
- 90 A trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
- 91 For the avoidance of doubt, the Executive Director shall not be entitled to vote on any matter relating to their remuneration or terms and conditions of employment.
- 92 The Wise Group may (subject to the Charities and Trustee Investment (Scotland) Act 2005) by ordinary resolution, suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of articles 88.
- 93 A resolution in writing which is either signed, or agreed to by email by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees shall be as valid and effectual as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held; it may consist of several documents in the same form each signed by one or more trustees.

Delegation to sub-committees and holders of offices

- 94 The trustees may delegate any of their powers to any committee consisting of one or more trustees and other such persons (if any) as the trustees determine; they may also delegate to the Chair or a trustee holding any other office such of their powers as they consider appropriate.
- 95 Any delegation of powers under the preceding article may be made subject to such conditions as the trustees may impose and may be revoked or altered.
- 96 The rules of procedure for any sub-committee shall be as prescribed by the trustees and set out in terms of reference.

Secretary

- 97 The trustees may from time to time appoint a Company Secretary.

Minutes

- 98 The trustees shall ensure that minutes are made of all proceedings at general meetings, trustees' meetings, meetings of committees and all other meetings of trustees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chair of the meeting.

Accounting record and annual accounts

- 99 The trustees shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements for both companies and charities.
- 100 Auditors or Independent Examiners, as appropriate, shall be appointed and their duties regulated in accordance with the provisions of the Act, of the Charities and Trustee Investment (Scotland) Act 2005 and of all other relevant statutory requirements.

Notices

- 101 Any notice which requires to be given to a trustee or member under these articles shall be given either in writing or by electronic means; such a notice may be given personally to the trustee or member, *or* be sent by post in a pre-paid envelope addressed to the member at the address last intimated by them to the Wise Group *or* (in the case of a trustee who has notified the Wise Group of an email or similar electronic address to be used for the purpose of electronic communications) may be given to the member by electronic means.
- 102 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
- 103 Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic

means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Governance Institute.

Winding-up

- 104 If on the winding-up of the Wise Group any property remains after satisfaction of all the charity's debts and liabilities, such property shall not be paid to or distributed among the members of the charity but shall instead be transferred to some other charity or charities (whether incorporated or unincorporated) whose objects are similar to the objects of the Wise Group and whose constitution restricts the distribution of income and assets among members to an extent at least as great as do articles 7-10.
- 105 The charity or charities to which property is transferred under article 104 shall be determined by the members of the Wise Group at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.
- 106 To the extent that effect cannot be given to the provisions of articles 104 and 105, the relevant property shall be applied to some other charitable purpose or purposes.

Indemnity

- 107 Every trustee or other officer or auditor of the Wise Group shall be indemnified out of the assets of the charity (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) against any loss or liability which they may sustain or incur in connection with the execution of the duties of their office; that may include, without prejudice to that generality (but only to the extent permitted by those sections of the Act), any liability incurred by them in defending any proceedings (whether civil or criminal) in which judgement is given in their favour or in which they are acquitted or any liability in connection with an application in which relief is granted to them by the court from liability for negligence, default or breach of trust in relation to the affairs of the Wise Group.
- 108 The Wise Group shall be entitled (subject to the provisions of section 68A of the Charities and Trustee Investment (Scotland) Act 2005) to purchase and maintain for any trustee insurance against any loss or liability which they may sustain or incur in connection with the execution of the duties of their office, and such insurance may (subject to the provisions of section 68A of the Charities and Trustee Investment (Scotland) Act 2005) extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).