

THE COMPANIES ACT 1985
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
of
THE EARL HAIG FUND SCOTLAND

1. The name of the Company is The Earl Haig Fund Scotland
2. The Company's registered office is to be situated in Scotland.
3. This clause shall be interpreted as if it incorporated an over-riding qualification to the effect that in any case in which an activity permitted under this clause is in its nature capable of being carried on for purposes which are not charitable, or only partially so, as well as for purposes which are wholly charitable, (the word "charitable" having the meaning ascribed to it for the purposes of Section 505 of the Income & Corporation Taxes Act 1988, including any statutory amendment or re-enactment for the time being in force (which meaning shall be assigned to the word "charitable" wherever it appears in this Memorandum of Association)), the powers of the Company under this clause shall be deemed to be limited to the carrying on of such activity in such manner as will not prejudice the charitable status of the Company under the statutory provisions referred to above. Subject to that over-riding qualification, the Company's objects are:-

To relieve suffering, hardship and distress and to promote the relief of need and to promote education among (a) Men or women who have at any time served with any branch of the naval, military and air forces of the Crown and allied nursing services and who are resident in Scotland or were born in Scotland or were domiciled there when they joined the forces of the Crown and (b) Wives, widows, husbands, widowers, children and dependants of any of the aforementioned persons who are resident in Scotland or were domiciled there at the time of the death of the member of the forces of the Crown or allied nursing services with whom they were connected by making grants of money loans, guarantees and generally by any other financial methods and generally by aiding, assisting and promoting the benefit of all such persons in any manner which is charitable. In furtherance thereof, but not otherwise, the Company may exercise any or all of the following powers:-

- 3.1 To obtain from public benevolence by means of subscription, donation, bequest or otherwise gifts of money or property and to raise funds for the fund by "Poppy



Day Appeals”, Flag Days or by any other legal means;

- 3.2 To provide and to make provision for residential and nursing care for persons qualified to benefit from the Fund;
- 3.3 To afford employment and assist others to afford employment for handicapped or distressed persons qualified to benefit from the fund provided always that the fund shall not for such purposes undertake any trading activities with the sole or primary purpose of making profit.
- 3.4 To co-operate with the Royal British Legion Scotland and the Royal British Legion,
- 3.5 To co-operate with the Officers’ Association Scotland and the Officers Association;
- 3.6 To co-operate with Veterans Scotland
- 3.7 Generally to aid and assist and further the charitable objects of the Royal British Legion Scotland and the Officers’ Association Scotland in any manner consistent with this Company’s objects.
- 3.8 To take over the assets and liabilities and duties incumbent upon and responsibilities of the Earl Haig Fund Scotland;
- 3.9 To acquire and take over the whole or any part of the undertakings and liabilities of any person entitled to any property or rights suitable for any of the objects of the Company;
- 3.10 To purchase, take on feu, lease, hire, take in exchange and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;
- 3.11 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertakings, property and rights of the Company;
- 3.12 To sell, let, grant security over, turn to account, manage and improve all or any of the property or assets of the Company 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 Company may be obliged or required or ought to do as owners of such property or assets.
- 3.13 To borrow on such terms as the Company may think fit;

- 3.14 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.15 To remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Company and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person;
- 3.16 To promote any private Act of Parliament, Provisional Order or other authority to enable the Company to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Company's interest, and to oppose or object to any application or proceedings which may prejudice the Company's interests;
- 3.17 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;
- 3.18 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated;
- 3.19 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of;
- 3.20 To effect insurance against risks of all kinds;
- 3.21 To invest moneys of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities;
- 3.22 To establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on;
- 3.23 To amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company.

- 3.24 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any Company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 3.25 To transfer all or any part of the undertakings, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 3.26 To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Company or with the furtherance of its objects;
- 3.27 To accept subscriptions, grants, donations, gifts, legacies and endowment of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
- 3.28 To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;
- 3.29 To carry out any of these objects in any part of the world as principal, agent, contractor, sub-contractor, trustee or acting in any other capacity and either alone or in conjunction with others;
- 3.30 Generally to do anything which may be incidental or conducive to the attainment of any of the objects of the Company;

And it is declared that in this clause where the context so admits "property" means any property, heritable or moveable, real or personal, wherever situated.

4. 4.1 Subject to clause 4.2

- (a) the income and property of the Company shall be applied solely towards the promotion of its objects as set out in clause 3 of this Memorandum of Association,
- (b) no part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the members of the Company provided that nothing shall prevent the payment and application in good faith of the income or property of the company towards or for the purposes herein set forth as the objects of the

company although one or more members thereby benefit directly or indirectly;

- (c) no director of the Company shall be appointed to any office under the Company in respect of which a fee or other payment is payable except as stated hereafter;
- (d) no benefit in money or money's worth shall be given by the Company to any director except repayment of out-of-pocket expenses except as stated hereafter;

4.2 The Company shall, notwithstanding the provisions of clause 4.1, be entitled

- (a) to pay reasonable and proper remuneration to any director or member of the Company in return for services actually rendered to the Company,
- (b) to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any director or member of the Company,
- (c) to pay rent at a rate not exceeding the open market rent for premises let to the Company by any director or member of the Company and
- (d) to purchase assets from, or sell assets to, any director or member of the Company providing such purchase or sale is at market value.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

7. Upon the winding up or dissolution of the company its assets after satisfaction of its debts and liabilities shall not be paid to or distributed among the members of the company or returned to the donors but shall be transferred to such other charitable Company, Trust or Association having objects similar to the objects of the Company as the Directors may determine.

8. 8.1 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any director of the Company;

- 8.2 The Company's auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in general meeting.

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum

NAMES AND ADDRESSES OF SUBSCRIBERS

Sir Michael Howard Livesay
Strathallan
Auchterarder
Perthshire PH3 1LN

John Mervyn Cowan Esq
43 Hunter Grove
Bathgate
West Lothian EH48 1NN

Witness to the above signature

Witness to the above signature

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ARTICLES OF ASSOCIATION
of
THE EARL HAIG FUND SCOTLAND

INTERPRETATION

1. In these regulations:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of the Company.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

"the Board" means the Board of Directors of the Company

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act, but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

Unless the context otherwise requires words or expressions contained in these regulations importing the masculine gender shall include female and neuter genders and words in the singular shall include words in the plural and words in the plural shall include the singular.

MEMBERS OF THE COMPANY

2. The subscribers to the Memorandum of Association of the Company, and such other persons as are admitted to membership in accordance with the Articles shall be entitled to be members of the Company.
3. (A) The Company shall consist of not fewer than fifteen members. The members of the Company are hereinafter referred to as "Ordinary Members";

(B) The Board may from time to time elect persons to be Ordinary Members of the Company;

CESSATION of MEMBERSHIP

4. A member of the Company shall cease to be a member of the Company on his death or if he becomes of unsound mind or resigns his membership by notice in writing sent to or left with the Secretary at the office.
5. The Board shall have the right for good and sufficient reason to terminate the membership of any member of the Company provided that the member concerned shall have a right to be heard before any final decision is made. Any person whose membership has been so terminated shall be entitled to appeal the decision of the Board at the next general meeting of the Company.

RETIRAL from MEMBERSHIP

6. Any person who wishes to withdraw from membership shall lodge with the Company a written notice of retiral (in such form as the Board require), signed by him. On receipt of such notice by the Company he shall cease to be a member.

EXPULSION from MEMBERSHIP

7. Subject to Articles 8 and 12, the Company may, by special resolution, expel any person from membership of the Company.
8. Any member of the Company who wishes to propose at any meeting of the Company a resolution for the expulsion of any person from membership of the Company shall lodge with the Company written notice of his intention to do so (identifying the member concerned and specifying the grounds for the proposed expulsion) not less than six weeks before the date of the meeting.

9. The Company shall, on receipt of a notice under the preceding Article, forthwith send a copy of the notice to the member of the Company concerned and the member of the Company concerned shall be entitled to make written representations to the Company with regard to the notice not less than one week before the date of the meeting.
10. If representations are made to the Company in pursuance of the preceding Article, the Company shall (unless such representations are received by the Company too late for it to do so)
 - (a) state the fact of the representations having been made in the notice convening the meeting at which the resolution is to be proposed and
 - (b) send a copy of the representations to every person to whom notice of the meeting is or was given
11. Whether or not a copy of written representations has been given to each of the persons entitled to receive notice of the meeting, the member of the Company concerned shall be entitled to be heard on the resolution at the meeting.
12. Failure to comply with any of the provisions of Articles 8 to 11 shall render any resolution for the expulsion of a person from membership of the Company invalid.
13. A person expelled from membership of the Company under Articles 8 to 11 shall cease to be a member of the Company with effect from the time at which the relevant resolution is passed.

THE PRESIDENT

14. At the first annual general meeting of the Company on or after the expiry of the appointment of the President the Board shall appoint a retired member of the armed forces being a person of standing who has had a distinguished military career and who is committed to Scotland to act as President. Each person so appointed shall hold office for an initial period of 3 years and thereafter shall be eligible for re-appointment for subsequent periods of 1 year. Normally the President shall ex officio be a member of the Board.

VICE-PRESIDENTS

15. The Presiding Officer of the Scottish Parliament, the Lord Provosts of Edinburgh, Glasgow and Aberdeen; the Provosts of Dundee, Perth Stirling and Inverness; the Heads of the 3 Armed Services responsible for Scotland and all past Presidents of the Company shall be Vice-Presidents of the Company. The Board may from time to time invite other persons to become Vice-Presidents subject to approval at the next general meeting of the Company

GENERAL MEETING

16. All general meetings other than annual general meetings shall be called extra-ordinary general meetings.
17. An extra-ordinary general meeting shall be convened by the Board on requisition by members of the Company (under Section 368 of the Act) or on requisition by a *resigning auditor* (under Section 391 of the Act).
18. Subject to the preceding Article and to the requirements under Section 366 of the Act as to the holding of annual general meetings, the Board may convene general meetings whenever they think fit.

NOTICE of GENERAL MEETINGS

19. An annual general meeting and an extra-ordinary general meeting convened for the passing of a special resolution or a resolution requiring special notice shall be called by at least twenty-one clear days' notice. All other extra-ordinary general meetings shall be called by at least fourteen clear days' notice.
20. A notice convening a meeting shall specify the time and place of the meeting; it shall also state the terms of any resolution which is to be proposed as a special resolution or extra-ordinary resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.
21. A notice convening an annual general meeting shall specify the meeting as an annual general meeting.
22. Notice of every general meeting shall be given to all the members of the Company and the Board and to the auditors.
23. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS at GENERAL MEETING

24. No business shall be transacted at any meeting unless a quorum is present; One half of the members of the Company entitled to vote upon the business to be transacted, each being a member of the Company or a proxy for a member of the Company, shall be a quorum. **DECLARING** that in the event of the numbers of members of the Company entitled to vote on the business exceeding twenty, then ten persons shall be a quorum, and at no time shall a quorum be less than two

members of the Company.

25. If the quorum required under the preceding Article is not present within half an hour 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 Chairman of the meeting.
26. The Chairman of the Company shall preside as Chairman of the meeting; if the Chairman is not present or not willing to act as Chairman within half an hour of the time appointed for holding the meeting, the Board present shall elect one of their number to act as Chairman or, if there is only one Board member present and willing to act, he shall be Chairman.
27. If no member of the Board is present or not willing to act as Chairman within half an hour after the time appointed for holding the meeting, the members of the Company present shall elect one of their number to be Chairman.
28. A member of the Board shall, notwithstanding that he is not a member of the Company, be entitled to attend and speak at any general meeting.
29. The Chairman may, with the consent of the 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.
30. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.
31. Where a meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted; in any other case, it shall not be necessary to give any notice of an adjourned meeting.
32. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded by the Chairman or by at least two members of the Company having the right to vote at the meeting.
33. Unless a poll is demanded in accordance with the preceding Article, a declaration by the Chairman 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 Minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

34. The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.
35. If a poll is demanded in accordance with Article 33, it shall be taken at once by means of a secret ballot of all the persons present and entitled to vote conducted in such manner as the Chairman may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.
36. A resolution in writing signed by all the members shall be as effectual as if it had been passed at a general meeting duly convened and held; it may consist of several documents in the same form each signed by one or more members of the Company.

VOTES of MEMBERS

37. Every member of the Company shall have one vote which may be given personally.
38. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
39. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

THE BOARD

40. The Company shall appoint persons to the Board to hold office for a period of 3 years. When making such appointments the Company shall have regard to the geographical spread of the activities of the Company.
41. At each annual general meeting of the Company one-third (or the nearest number but not exceeding one-third) of the members of the Board shall retire but shall be eligible for re-election. The members of the Board who are to retire at each annual meeting shall be those who have been longest in office since their appointment or last election but as to those members who are appointed or last elected on the same day those who are to retire shall unless they otherwise agree among themselves be determined by lot.
42. The persons appointed under Article 40 shall have power subject only to the provisions of the Articles to co-opt up to six additional persons to the Board and members of the Board appointed in terms of this Article shall hold office for the

period of his appointment or if no period is specified until the next annual general meeting of the Company.

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

MAXIMUM and MINIMUM NUMBER of THE BOARD

44. The maximum number of members of the Board shall (unless otherwise determined by special resolution) be Fifteen, and (unless otherwise determined by special resolution) the minimum number of members of the Board shall be Six.
45. Each of the chairmen for the time being of The Lady Haig Poppy Factory Limited, The Officers' Association Scotland and The Royal British Legion Scotland shall *ex officio* be a member of the Board for so long as he holds that office, subject only to his consenting so to act. Should any person (or any person appointed in his stead as aftermentioned) decline so to act, or vacate office pursuant to article 45 or otherwise, then the relevant organisation shall be entitled to nominate an individual (being one of its office bearers who has consented to act) to act in his stead, and such person shall, subject to his appointment being approved by the board, be a member of the Board until the earlier of:-
1. his ceasing to be an office bearer of the relevant organisation,
 2. the appointment of a new chairman of that organisation
 3. his otherwise vacating office.
- A person who is a member of the Board pursuant to this Article shall be subject to the provisions of the Act and the Articles save only Articles 40 and 41, which shall not apply.

RETIRAL, DISQUALIFICATION and REMOVAL of MEMBERS OF THE BOARD

46. A member of the Board shall normally vacate office if
- (a) he ceases to be a member of the Board by virtue of any provision of the Act or becomes prohibited by law from being a member of the Board.
 - (b) he becomes bankrupt or apparently insolvent
 - (c) he becomes incapable for medical reasons of fulfilling the duties of his office and such incapacity is expected to continue for a period of more than six months
 - (d) he resigns office by notice to the Company
 - (e) he attains the age of 70 years.

APPOINTMENT OF CHAIRMAN

47. The President shall invite a member of the Company to accept nomination for the office of Chairman at the first meeting of the Company on or after the expiry of the appointment of the previous Chairman of the Company. Each person so appointed shall hold office for an initial period of 3 years and thereafter shall be eligible for re-appointment by the members of the Company for subsequent periods of one year. The Chairman shall ex officio be a member of the Board.

BOARD'S INTERESTS

48. Subject to the provisions of the Act and of clause 4 of the Memorandum of Association and provided that he has disclosed to the Board the nature and extent of any material interest, a member of the Board, notwithstanding his office
- (a) May be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested
 - (b) May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested and
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.
49. For the purposes of the preceding Article
- (a) a general notice given to the Board that a member of the Board is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the member has an interest in any such transaction of the nature and extent so specified and
 - (b) an interest of which a member of the Board has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

BOARD'S REMUNERATION AND EXPENSES

50. Members of the Board shall be entitled to reasonable and proper remuneration in return for services actually rendered to the Company.
51. The Board may be paid all travelling and other expenses properly incurred by them in connection with their attendance at Executive meetings, general meetings, meetings of the Board or meetings of general committees or otherwise in connection with the discharge of their duties.

POWERS OF THE BOARD

52. Subject to the provisions of the Act, the Memorandum of Association and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company.
53. No alteration of the Memorandum of Association or these Articles and no direction given by special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
54. The powers conferred by Article 52 shall not be limited by any special power conferred on the Board by the Articles.
55. A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
56. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of his powers.

PROCEEDINGS OF THE BOARD

57. Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit.
58. Any member of the Board may call a meeting of the Board or request the Secretary to call a meeting of the Board.
59. No notice of a meeting of the Board need be given to a member who is absent from the United Kingdom.
60. Questions arising at a meeting of the Board shall be decided by a majority of votes; in the case of an equality of votes, the Chairman shall have a second or casting vote.

61. The quorum for the transaction of the business of the Board shall be the nearest whole number representing one-half of the total of its number.
62. The continuing members of the Board or a sole continuing member may act notwithstanding vacancies, but if the number of remaining members is less than the number fixed as the quorum, they or he may act only for the purpose of filling vacancies or of calling a general meeting.
63. Unless he is unwilling to do so, the Chairman shall preside as Chairman at every meeting of the Board at which he is present.
64. If the Chairman is unwilling to act as Chairman or is not present within fifteen minutes after the time appointed for the meeting, the Board present may appoint one of their number to be Chairman of the meeting.
65. All acts done by a meeting of the Board or by a meeting of a committee of the Board or by a person acting as a member of the Board shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any member or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member and had been entitled to vote.
66. A resolution in writing signed by all the Board entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held; it may consist of several documents in the same form each signed by one or more members.

DELEGATION to COMMITTEES of the BOARD and HOLDERS of EXECUTIVE OFFICE

67. The Board may delegate any of their powers to any committee consisting of one or more of the members; they may also delegate to the chairman or any member holding any other executive office such of their powers as they consider desirable to be exercised by him.
68. Any delegation of powers under the preceding Article may be made subject to such conditions as the Board may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
69. Subject to any condition imposed in pursuance of the preceding Article, the proceedings of a committee consisting of two or more members of the Board shall be governed by the Articles regulating the proceedings of meetings of the Board so far as they are capable of applying.

DELEGATION to GENERAL COMMITTEES

70. For the purposes of the Articles "general committee" means a committee appointed by the Board whose constitution complies with these Articles.
71. The Board may delegate to any general committee all such powers as the Board may think fit; and in particular the Board may delegate to an Area Committee or Area Committees power to administer the Fund in each geographical administrative area so created and also to a Committee power to administer and manage the Lady Haig Poppy Factory; any such delegation shall be made collaterally with, and not to the exclusion of, the Board's powers and may be revoked or altered.
72. The members of a general committee shall include at least one member of the Board; the remaining members of the committee need not be members of the Company.
73. Each general committee shall regulate its proceedings in accordance with the directions issued by the Board and shall give effect to any instruction or decision on matters of principle issued or made by the Board.
74. All contracts with third parties in connection with the discharge of the functions of a general committee shall be entered into by the Chairman of the committee or, in his absence, by some other member of the Board; no member of a general committee (other than the Chairman of that general committee or a member of the Board) shall contract, or hold himself out as contracting, on behalf of the Company.
75. All acts done by a general committee shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any member of the committee or that any member of the committee was not qualified to act as such, be as valid as if every such person had been duly appointed and was so qualified.
76. A resolution in writing signed by all the members of a general committee shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held; it may consist of several documents in the same form each signed by one or more members of the committee.

SECRETARY

77. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; any Secretary so appointed may be removed by them.

ACCOUNTS

78. The Board shall cause accounting records to be kept by the Company in accordance with Section 221 of the Act.
79. The accounting records shall be kept at the office or, subject to Section 222 of the Act, at such other place or places as the Board may think fit, and the accounting records shall always be open to the inspection of any Board.

AUDITORS

80. Auditors of the Company shall be appointed annually and their duties regulated in accordance with the Act.

NOTICES

81. Any notice to be given in pursuance of these Articles shall be in writing; the Company may give any such notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by leaving it at that address.
82. Any notice, if sent by post, shall be deemed to have been given at the expiry of twenty-four 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.
83. A member of the Company present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

WINDING UP

84. If the Company is wound up, the liquidator shall transfer the assets of the Company to an appropriate body in accordance with the provisions of the Memorandum of Association.

INDEMNITY

85. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Board may otherwise be entitled, every member of the Board or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in connection with the execution of the duties of his office, including, without prejudice to that generality, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is

granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

Sir Michael Howard Livesay
Strathallan
Auchterarder
Perthshire PH3 1LN

John Mervyn Cowan Esq
43 Hunter Grove
Bathgate
West Lothian EH48 1NN

Witness to the above signature

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