

Company number: SC361942

THE COMPANIES ACT 2006

*Company limited by guarantee
and not having a share capital*

**MEMORANDUM &
ARTICLES of ASSOCIATION**

of

Crichton Foundation

Incorporated on 30th June 2009
Amended by Special Resolution on 26th November 2013
Amended by Special Resolution on 7th September 2016

Scottish Charity Number SC024589

J. & H. Mitchell, W.S.
Pitlochry and Aberfeldy

THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

MEMORANDUM of ASSOCIATION

of

Crichton Foundation

The Memorandum of Association sets out the Charitable Purposes of the Company and the Powers conferred upon it to enable it to achieve its Charitable Purposes, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.

NAME

1. The name of the company is "Crichton Foundation" ("the Foundation").

REGISTERED OFFICE

2. The Registered Office of the Foundation is situated in Scotland.

DEFINITIONS

3. The definitions and meanings specified in Article 1(b) of the Foundation's Articles of Association shall have effect as if repeated in this Memorandum of Association.

CHARITABLE PURPOSES

4. The charitable purposes of the Foundation ("the Charitable Purposes") are:
 - (a) to protect, preserve, manage, develop and to assist in the protection, management and development of:
 - (i) buildings, land and sites of architectural, scenic or historic interest; and
 - (ii) landscape, gardens and countryside; and
 - (iii) historical and architectural heritage;relating to the site of the former Crichton Hospital in particular, and to other locations within Dumfries and Galloway which are or may become related to activities on the former Crichton Hospital site, to encourage and enable the public to use and enjoy the same;
 - (b) to maintain, develop and assist and encourage in the funding, maintenance and development of the Crichton University Campus, Dumfries, and all or any of the academic institutions operating on the Campus from time to time and, generally, to provide, or assist in the provision of, facilities for the education, training, recreation and advancement of students attending courses of education at the Campus;
 - (c) to carry out such other purposes for the advancement of education as the Trustees shall from time to time think fit including, without prejudice to the foregoing generality, the provision, and assisting with the provision of education of whatever type by providing, assisting, forming and encouraging reputable educational or training establishments or places whether at the Crichton University Campus, elsewhere in the United Kingdom or outwith the United Kingdom.

POWERS

5. The Foundation shall have the following powers (but only in furtherance of the Charitable Purposes):

General

- (a) to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Foundation to achieve the Charitable Purposes;
- (b) to provide advice, consultancy, training, tuition, expertise and assistance;
- (c) to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- (d) to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;

Property

- (e) to purchase, take on lease, hire, or otherwise acquire any property suitable for the Foundation and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Foundation's property;
- (f) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Foundation;
- (g) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

Employment

- (h) to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Foundation;

Funding and Financial

- (i) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Foundation;
- (j) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- (k) to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Foundation and/or in support of any obligations undertaken by the Foundation;
- (l) to set aside funds not immediately required as a reserve or for specific purposes;
- (m) to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Foundation in such investments as may be considered appropriate and to dispose of, and vary, such investments;
- (n) to make grants or loans of money and to give guarantees;
- (o) to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Services Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers or investment or such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Foundation in nominee names, but subject always to the provisions of the Charities Act;

Development

- (p) to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;
- (q) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- (r) to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Foundation and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;
- (s) to enter into contracts to provide services to or on behalf of others:
Insurance and Protection
- (t) to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
- (u) to oppose, or object to, any application or proceedings which may prejudice the interests of the Foundation;

Ancillary

- (v) to pay the costs of forming the Foundation and its subsequent development;
- (w) to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
- (x) to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

Declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal.

CONSTRAINTS ON PAYMENTS OR BENEFITS TO MEMBERS

- 6. (a) The income and property of the Foundation shall be applied solely towards promoting the Charitable Purposes.
- (b) No part of the income or property of the Foundation shall be paid or transferred (directly or indirectly) to the members of the Foundation, whether by way of dividend, bonus or otherwise, except where such members are in receipt of income or property of the Foundation as a beneficiary of the Foundation in terms of the Charitable Purposes.
- (c) No Trustee of the Foundation shall be appointed as a paid employee of the Foundation.
- (d) No benefit (whether in money or in kind) shall be given by the Foundation to any member or Trustee except the possibility of:
 - (i) repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or
 - (ii) reasonable remuneration to a member or any Trustees in return for specific services actually rendered to the Foundation (not being of a management nature normally carried out by a director of a company); or
 - (iii) payment of interest at a rate not exceeding the commercial rate on money lent to the Foundation by any member or Trustee; or
 - (iv) payment of rent at a rate not exceeding the open market rent for property let to the Foundation by any member or Trustee; or
 - (v) the purchase of property from any member or Trustee provided that such purchase is at or below market value or the sale of property to any member or Trustee provided that such sale is at or above market value; or
 - (vi) payment by way of any indemnity where appropriate.

LIMIT OF LIABILITY

7. (a) The liability of the members is limited.
- (b) Every member of the Foundation undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Foundation if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

DISSOLUTION

8. (a) The winding-up of the Foundation may take place only on the decision of not less than 75% of its members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
- (b) If, on the winding-up of the Foundation, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.
- (c) The charity or charities to which the property is to be transferred in terms of sub-clause (b) hereof shall be determined on the decision of not less than 75% of the members of the Foundation who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 75% of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by the Office of the Scottish Charity Regulator, whose decision shall be final and binding upon the Foundation.

WE, the Subscribers to this Memorandum of Association, wish to be formed into a limited company pursuant to this Memorandum.

Names and Addresses of Subscribers

1. _____

Colin William Gresham Endacott

retired banker

The Hewke

Lockerbie

DG11 2JY

2. _____

Mrs. Hilary Landale Grieve, LL.B., O.B.E.

solicitor

Boreland

Irongray

Dumfries

DG2 9TU

3. _____

Dame Barbara Mary Kelly, D.B.E., D.L., LL.D.

farmer

Barncleugh

Irongray

Dumfries

DG2 9SE

Dated 23 June 2009

Witness to the above signatures: _____

Name: Lynn White

Occupation: events manager and administrator

Address: 9 Clunie Drive
Dumfries
DG2 9FF

THE COMPANIES ACT 2006

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ARTICLES of ASSOCIATION

of

Crichton Foundation

The Articles of Association provide the administrative constitution of the Company, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.

I

DEFINITIONS

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985, or as may be amended or re-enacted, shall not apply to the Foundation.
- (b) In these Memorandum and Articles of Association, the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS

MEANINGS

AGM	– the Annual General Meeting.
Articles	– these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	– the Board of Trustees.
Board of Trustees	– the Board of Directors of the Foundation.
Chapter	– any section of these Articles headed by a roman numeral, the reference thereto specifying the relative Chapter number.
Charitable Purposes	– as described in Clause 4 of the Memorandum on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	– the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
charity	– a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
Companies Act	– the Companies Act 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.
Foundation	– Crichton Foundation
in writing	– written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory (albeit electronically-based) form.
members	– all members of the Foundation.
Memorandum	– the Memorandum of Association relative to these Articles, in force from time to time.
month	– calendar month.
Office	– the Registered Office of the Foundation.

- organisation – any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
 - property – any property, assets or rights, heritable or moveable, wherever situated in the world.
 - Subscribers – those persons and/or organisations who have subscribed to both the Memorandum and these Articles.
 - Trustee(s) – Director(s) for the time being of the Foundation.
- (c) Words importing the singular number only shall include the plural number, and *vice versa*; and
- (d) Words importing the masculine gender only shall include the feminine gender.
- (e) Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.
2. The Foundation is established to achieve the Charitable Purposes expressed in the Memorandum.

II GENERAL STRUCTURE OF THE FOUNDATION

3. The structure of the Foundation comprises:
- (a) **Members** - who have the right to attend the AGM (and any General Meeting) and have important powers under these Articles and the Companies Act, particularly in electing people to serve as Trustees and taking decisions in relation to any changes to these Articles; and
 - (b) **Trustees** - who hold regular meetings between each AGM, set the strategy and policy of the Foundation, generally control and supervise the activities of the Foundation and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Foundation.

III MEMBERSHIP

4. The members of the Foundation shall consist of the Subscribers and such other individuals as are admitted to membership in terms of this Chapter.
5. Membership shall be open to any individual aged 18 or over who is interested in supporting the Charitable Purposes.
6. (a) The Board shall maintain a Register of Members, setting out all relevant details of each member.
- (b) The Register of Members is open to all members of the Foundation.
- (c) The Register of Members is open on application to non-members of the Foundation, provided that the applicant provides:
- (i) the applicant's name and address;
 - (ii) the purpose for which the information is to be used; and
 - (iii) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person.

The Foundation must within 5 working days either supply the information, subject to the data protection rights of its members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Foundation may charge a fee for providing the information.

IV
APPLICATION FOR MEMBERSHIP

7. Any individual who wishes to become a member of the Foundation must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it at the Office (or other address specified therein).
8. The Board shall consider such applications for membership promptly and shall inform each applicant whether he, she or it has been successful and, where relevant, in which category of membership he, she or it shall belong, the decision of the Board in these respects being final. The Board may, at its discretion, refuse to admit any individual to membership, except for reasons of gender, sexuality, race, religion or politics.
9. A successful application for membership will not become effective until payment of the appropriate annual membership subscription has been received.

V
MEMBERSHIP SUBSCRIPTIONS

10. Members shall be required to pay the appropriate annual membership subscription, if any.
11. The members may at any or each AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories). Only those members who have paid their current subscription (where these are fixed) are entitled to take part in and vote at any General Meeting.
12. If the membership subscription payable by any member remains outstanding for more than three calendar months after the date on which it fell due (and providing the member in question has been given at least one written reminder), the Board may expel that member from membership.
13. An individual who ceases (for whatever reason) to be a member shall not be entitled to any refund of membership subscription.

VI
CESSATION OF MEMBERSHIP

14. Any member may no longer serve as such in any one or more of the following events:
 - (a) if by not less than 7 days' prior notice in writing to the Foundation he, she or it resigns his, her or its membership; or
 - (b) if he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - (c) if the terms of Article 12 are invoked by the Board; or
 - (d) if a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 14 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Trustees, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
 - (e) if he or she dies.
15. Membership is neither transferable nor assignable to any other individual or organisation.

VII
GENERAL MEETINGS
(Meetings of Members)

16. The Board shall convene one General Meeting as an Annual General Meeting in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Foundation. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next. The AGM does not need to be held exclusively in one place, provided that, where two or more members are not in the same place as each other, they are all able to communicate together and vote thereat.
17. The business of each AGM shall include:
- (a) the report by the Convenor on the activities of the Foundation;
 - (b) the election of Trustees;
 - (c) the fixing of annual subscriptions;
 - (d) the report of the independent financial examiner;
 - (e) approval of the annual accounts of the Foundation; and
 - (f) appointment of the independent financial examiner.
18. (a) Any Trustee may convene a General Meeting whenever he or she thinks fit.
(b) The Board must convene a General Meeting within 28 days of a valid requisition. To be valid, such requisition must:
- (i) be signed by not less than 10% (5% if more than 12 months have elapsed since the last General Meeting) of the members;
 - (ii) clearly state the objects of the meeting; and
 - (iii) be deposited at the Office.
- The requisition may consist of several documents in like form each signed by one or more requisitionists.
- (c) Any such meeting convened in terms of this Article shall not be an AGM.
19. (a) 14 clear days' notice at the least shall be given of every AGM and other General Meeting.
(b) The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the specific nature of that business.
(c) The notice shall be sent, in the manner specified in Chapter XXIII, to all members and to such persons as are under these Articles or under the Companies Act entitled to receive such notices.
(d) With the consent of not less than 90% of the members having the right to attend and vote thereat, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.
(e) The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members, or persons entitled to receive notice thereof, shall not invalidate any resolution passed at or proceedings of any AGM or General Meeting.

VIII
CONVENOR OF GENERAL MEETINGS

20. The Convenor of the Foundation, whom failing a Vice-Convenor of the Foundation (if any), shall act chair each General Meeting. If neither the Convenor nor a Vice-Convenor is present and willing to chair the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will chair that meeting.

IX
QUORUM AT GENERAL MEETINGS

21. The quorum for a General Meeting shall be 10% of the members, present in person or by proxy. No business shall be dealt with at any General Meeting, other than the appointment of the person to chair the meeting in terms of Article 20, unless a quorum is present.
22. If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the person chairing the meeting

X
VOTING AT GENERAL MEETINGS

23. The person chairing the meeting (see Chapter VIII) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
24. (a) Each member of the Foundation is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy (in terms of Article 26(d)).
- (b) In the event of an equal number of votes for and against any resolution, the person chairing the meeting shall have a casting vote as well as any deliberative vote.
25. (a) Where a Trustee does not have to be, or cannot be, a member of the Foundation, he or she may attend and speak at any General Meeting, but in those circumstances may not vote thereat. He or she may however act as a proxy for a member.
- (b) The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.
26. Whilst personal attendance at a General Meeting is encouraged, a member shall be entitled to complete one form of proxy in order to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:
- (a) A proxy need not be a member.
- (b) A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the appointing member to speak at the meeting and to vote thereat.
- (c) The form appointing the Proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the following general terms (to be varied as required to fit the circumstances):

FORM OF PROXY	
Name of Member	
Address of Member	
I, being a Member of Crichton Foundation, hereby appoint	
Name of proxy	
Address of Proxy	
or failing that the person chairing the Meeting, to be my proxy and vote in my name and on my behalf at the Annual General Meeting to be held at	
Date, time and place of meeting	
or at any adjournment thereof	
This form to be used in favour of / against the resolutions*	
*to be deleted if not required, or amended if it is required	
Signature of member appointing proxy	
To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above	

- (d) The form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged with the Foundation not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- (e) Appointment of a proxy may be revoked by the granter by written notice received by the Foundation before the start of the General Meeting (or adjourned meeting) to which it relates.
- (f) Any reference in these Articles to voting being “in person” shall include voting by proxy.
27. 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.
28. A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded in the following terms:
- (a) such demand must be made either by the person chairing the meeting, or by two or more members having the right to vote on the resolution;
 - (b) such demand may be made at any time prior to a show of hands on that resolution, or immediately after the result of a show of hands on that resolution is declared;
 - (c) a demand for a secret ballot may be withdrawn by its proposers prior to the secret ballot taking place, provided that the person chairing the meeting consents to the withdrawal; and
 - (d) the secret ballot shall be conducted in such a manner as the person chairing the meeting may direct, and the person chairing the meeting shall appoint and instruct tellers, who may cast their own personal votes if members and the result shall be declared by the person chairing the meeting at the same meeting at which the ballot is taken.

29. (a) At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:
- (i) to alter the name of the Foundation; or
 - (ii) to amend the Charitable Purposes; or
 - (iii) to amend these Articles; or
 - (iv) to wind up the Foundation in terms of Clause 8 of the Memorandum of Association; or
 - (v) to amend the maximum number of Trustees in terms of Article 34(a); or
 - (vi) to purchase or sell any heritable property owned by the Foundation or any of its subsidiaries and to purchase any heritable property wherever situated; or
 - (vii) to form, acquire or dispose of any subsidiary; or
 - (viii) to acquire or dispose, whether by the Foundation or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Foundation or by any of its subsidiaries in any formal trust or joint venture; or
 - (ix) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Foundation or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
 - (x) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Foundation; or
 - (xi) all other Special Resolutions.
- (b) An ordinary resolution to be proposed at a General Meeting may be amended if:
- (i) written notice of the proposed amendment is received by the Foundation from a member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting; and
 - (ii) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.
- (c) A Special Resolution to be proposed at a General Meeting may be amended if:
- (i) the person chairing the meeting proposes the amendment at the General Meeting at which the Special Resolution is to be proposed; and
 - (ii) the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.
- (d) If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the error of the person chairing the meeting does not invalidate the vote on that resolution.

30. (a) Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, if the provisions of this Article are followed.
- (b) An ordinary resolution in writing signed by or on behalf of a simple majority of all the members shall be as valid and effective as if the same had been passed at a General Meeting of the Foundation duly convened and held, provided that the provisions of this Article are followed.
- (c) A Special Resolution in writing signed by or on behalf of not less than 75% of all the members shall be as valid and effective as if the same had been passed at a General Meeting of the Foundation duly convened and held, provided that the provisions of this Article are followed.
- (d) Written resolutions may not be used either for the removal of a Trustee prior to the expiration of his or her term of office, or for the removal of an independent financial examiner prior to the expiration of his or her term of office.
- (e) Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the members).
- (f) Where such a written resolution is proposed by the Board, it must include the following express statements:
- (i) an explanation to the eligible members how to signify their agreement to the resolution;
 - (ii) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail)
 - (iii) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and
 - (iv) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).
- (g) Where such a written resolution is proposed by members, the following shall apply:
- (i) The resolution must be requested by not less than 5% of the members (“the members’ request”).
 - (ii) The members’ request may be made in hard copy (by hand or by post) or in electronic form (by fax or by e-mail).
 - (iii) The member’s request must identify the resolution to be put to members. The Board can reject this if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise).
 - (iv) The members’ request can include an accompanying statement (not exceeding 1,000 words) which they can require the Foundation to issue with the written resolution to all members.
 - (v) Within 21 days, the Foundation must circulate the resolution and any accompanying statement with the express statements referred to in Article 30(f).
 - (vi) The Foundation may charge a reasonable fee to the requesting members to cover its costs of circulation of the members’ request.
- (h) Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more members.
- (i) Once a member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

XI
THE BOARD OF TRUSTEES

31. The strategy and affairs of the Foundation shall be directed and managed by a Board of Trustees appointed in terms of this Chapter. The Board may exercise all such powers of the Foundation, and do on behalf of the Foundation all acts as may be exercised and done by the Foundation, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.
32. The members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution.
33. (a) The Board may delegate any of its powers to any sub-committee (see Article 33(b) also), or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.
- (b) In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint with the approval of the Board. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.
34. (a) The number of Trustees shall be not less than three and, unless otherwise determined by special resolution at a General Meeting (but not retrospectively), not more than nineteen.
- (b) The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

XII
ELECTION AND APPOINTMENT OF TRUSTEES

35. (a) The Subscribers, any Appointed Trustees in terms of Article 38, and any one or more individual persons whom they choose to co-opt as Co-opted Trustees in terms of Article 39, shall comprise the Interim Board of Trustees.
- (b) The Interim Board shall remain in office until the first AGM of the Foundation, at which time each Trustee on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the first AGM counting as a term of office).

Composition of Board

36. From and after the first General Meeting of the Foundation, the Board shall comprise:
- (a) up to nine individual persons elected as Trustees by the members in terms of Article 37 (“the Elected Trustees”), of whom a majority should have a residence or place of business in Dumfries or Galloway; and
 - (b) up to one individual person appointed by each of the organisations specified in, and in terms of the provisions within, Article 38 (“the Appointed Trustees”); and
 - (c) up to four individual persons co-opted in terms of Article 39 (“the Co-opted Trustees”).

Elected Trustees

37. (a) At all times, a majority of the Elected Trustees should have a residence or place of business in Dumfries or Galloway.
- (b) At the first AGM, the members shall elect up to eight Elected Trustees.
- (c) At the second and each subsequent AGM, two of the Elected Trustees shall retire from office. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting. A retiring Trustee shall be eligible for re-election after one or two terms of office, but no Trustee can serve more than three consecutive terms of office, without at least one year out of office before being eligible again, except in the case of a Trustee who is at the expiry of his or her third term either the Convenor or the Vice-Convenor, who can serve for up to a further four years, so long as he or she is re-elected annually for that time in terms of Article 42.
- (d) If no other Trustee has or Trustees have decided or agreed to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- (e) Nomination of any Elected Trustee shall be in writing by not less than any two members. The nominee, who must be a member, shall confirm his or her willingness to act as an Elected Trustee if elected and if required shall provide a statement to explain the nominee’s suitability. All nominations to be valid must be delivered to the Foundation not less than seven days prior to the date of the AGM in question.
- (f) Election of any Elected Trustee shall be by vote of the members, each member having one vote for each vacancy in the Elected Trustees on the Board.

Appointed Trustees

38. (a) Each of the following organisations, or their respective successors (“the Appointing Organisations”) may appoint up to one Trustee in terms of Article 38(b), namely:
- (i) **The Crichton Trust**, a company limited by guarantee and without a share capital, incorporated in Scotland under Company Number SC164601, having its Registered Office at Grierson House, The Crichton, Bankend Road, Dumfries DG1 4ZE and registered as a Scottish charity under Scottish Charity Number SC024797;

- (ii) **the Board of Management of Dumfries and Galloway College**, a body corporate established under the Further and Higher Education (Scotland) Act 1992, having its principal place of business at College Gate, Bankend Road, Dumfries DG1 4FD and registered as a Scottish charity under Scottish Charity Number SC021189;
 - (iii) **Dumfries and Galloway Council**, a body corporate under the Local Government Etc. (Scotland) Act 1994 and having its principal place of business at English Street, Dumfries DG1 2DD;
 - (iv) **the University of Glasgow Court**, established under the Universities (Scotland) Acts 1858 – 1966, having its principal place of business at the University of Glasgow, Glasgow G12 8QQ and registered as a Scottish charity under Scottish Charity Number Sc004401
 - (v) **the Court of the University of the West of Scotland**, a body corporate established under the Further and Higher Education (Scotland) Act 1992, having its principal place of business at High Street, Paisley PA1 2BE and registered as a Scottish charity under Scottish Charity Number SC002520
 - (vi) **SRUC**, a charitable company limited by guarantee, incorporate under the Companies Act 2006, having its principal place of business at Peter Wilson Building, King's Buildings, West Mains Road, Edinburgh EH9 3JG and registered as a Scottish charity under Scottish Charity Number: SC003712
- (b) The following shall apply to Trustees appointed in terms of this Article:
- (i) On receipt of the Notice for each AGM of the Foundation, each of the Appointing Organisations may serve a written notice to the Foundation to intimate the Trustee being appointed by it at the AGM. To be valid, such written notice must be received by the Foundation not less than forty-eight hours before the start of the AGM, failing which the Trustee previously appointed by it (if any) shall remain in office for that meeting.
 - (ii) Any of the Appointing Organisations may appoint or remove its own appointed Trustee at any time, by written notice to that effect received by the Foundation not less than forty-eight hours before the meeting at which the change is to take effect. Any notice intimated within forty-eight hours of a meeting of the Board or of the members of the Foundation shall not take effect until the following meeting.
- (c) For the avoidance of doubt, the Appointed Trustees, once appointed, must always observe the terms of section 66(1)(c) of the Charities Act by ensuring that they always put the interests of the Foundation before those of the Appointing Organisations.

Co-opted Trustees

39. (a) Up to four individuals may be co-opted from time to time by the Board of Trustees itself, as follows:
- (i) up to one from Crichton University Campus Students Association (comprising students from the University of Glasgow and the University of the West of Scotland), or its successors or from Dumfries and Galloway College Student Association or its successor;
 - (ii) up to three of the Board's choice as to skills and experience.
- (b) In respect of these co-options in terms of Article 39(a), the following shall apply:
- (i) Subject to Article 39(b)(iii), a Co-opted Trustee shall serve until the next AGM after his or her co-option.

- (ii) A Co-opted Trustee can be re-co-opted by the Board immediately after such next AGM.
- (iii) A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.
- (iv) For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.

40. The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Trustee elected in terms of Article 37, from or after the date of such retiral or deemed retiral until the next AGM.

XIII RETIRAL OF TRUSTEES

41. Any Trustee must cease to be a Trustee in any one or more of the following events:
- (a) if he or she is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or
 - (b) if, in terms of section 66(5) of the Charities Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act, such Trustee being entitled to be heard prior to the Board taking a decision; or
 - (c) if he or she holds any office of profit or is employed by the Foundation (except where the provisions of Clause 6(d)(ii) of the Memorandum shall apply); or
 - (d) if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee; or
 - (e) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
 - (f) if he or she is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
 - (g) if by notice in writing to the Office he or she resigns his or her office.

XIV CONVENOR AND VICE-CONVENORS

42. The Board shall meet as soon as practicable immediately after each AGM to appoint both a Convenor and, if desired, Vice-Convenors of the Foundation from the Board (any or all of whom can be Co-opted Trustees).

XV PERSONAL INTERESTS

43. Any Trustee and/or employee who has a personal interest (as defined in Article 44) in any prospective or actual contract or other arrangement with the Foundation must declare that interest either generally to the Board or specifically at any relevant meeting of the Foundation. Where such an interest arises, the provisions within Article 45 shall apply.

44. A personal interest includes the following interests:
- (a) those of the Trustee or employee in question; and
 - (b) those of his or her partner or close relative; and
 - (c) those of any business associate; and
 - (d) those of any firm of which he or she is a partner or employee; and
 - (e) those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; and
 - (e) those of any person or organisation responsible for his or her appointment as a Trustee.
45. (a) Whenever a Trustee finds that there is a personal interest, as defined in Article 44, he or she has a duty to declare this to the Board meeting in question. In that event, the Trustee in question cannot partake in discussions or decisions relating to such matter.
- (b) It shall be for the person chairing the meeting in question to determine whether the Trustee in question should be required to be absent during that particular element of the meeting. In terms of Chapter XVI, where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.
- (c) The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Foundation have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.
46. (a) The Board may resolve at any time to require all Trustees, employees and contractors to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 44, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.
- (b) If existing, the Register of Interests shall be open for inspection by both the Board and members of the Foundation and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

XVI QUORUM AT BOARD MEETINGS

47. (a) The quorum for Board meetings shall be not less than 50% of all the elected Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.
- (b) A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

XVII MEETINGS OF THE BOARD OF TRUSTEES

48. (a) Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.

- (b) Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Article 29), which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
 - (c) A Trustee may, and on the request of a Trustee the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.
49. The Convenor, whom failing a Vice-Convenor (if any), shall be entitled to chair Board meetings at which he or she shall be present. If at any meeting neither the Convenor nor a Vice-Convenor is present and willing to chair the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to chair the Board meeting, which failing the meeting shall be adjourned until a time when the Convenor or a Vice-Convenor will be available.
50. (a) The person chairing the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.
- (b) All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.
- (c) The decisions requiring a Special Resolution (listed in Article 29) cannot be taken by the Trustees alone, but must be taken by the members in terms of Article 29 and only thereafter acted upon by the Board as directed by the members.
- (d) In the event of an equal number of votes for and against any resolution at a Board meeting, the person chairing the meeting shall have a casting vote as well as a deliberative vote.
51. The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.
52. The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.
53. All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

54. A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
55. No alteration of the Memorandum or 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.

XVIII ANCILLARY REGULATIONS

56. The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to the Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

XIX COMPANY SECRETARY, MINUTE SECRETARY, TREASURER & PRINCIPAL OFFICER

57. The Board may appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.
58. The Board may appoint a Minute Secretary, for the purposes of Article 52, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.
59. The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Treasurer at its discretion, but can only do so if the Treasurer is not a Trustee. Whilst in post, the Treasurer may be required to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wish to keep confidential to itself.
60. The Board may appoint a Principal Officer of the Foundation on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but who shall not be a Trustee and, for the avoidance of doubt, will have no vote thereat.

**XX
HONORARY PATRON(S)**

61. The Board may agree to the appointment from time to time of one or more Honorary Patrons of the Foundation. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

**XXI
FINANCES**

62. The banking account or accounts of the Foundation shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
63. All cheques and other negotiable instruments, and all receipts for monies paid to the Foundation, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
64. The Board shall ensure that all funds and assets of the Foundation are applied towards achieving the Charitable Purposes.

**XXII
ACCOUNTS**

65. The Board shall cause accounting records to be kept in accordance with the requirements of the Companies Act and other relevant regulations.
66. The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Foundation or any of them shall be open to the inspection of the members of the Foundation.
67. Once at least in every year, or as otherwise provided for by the Companies Act, the accounts of the Foundation shall be examined, to confirm that they provide a fair and accurate view, to be assessed by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.
68. (a) At each AGM, the Board shall present members the accounts for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the Foundation).
- (b) The accounts shall be accompanied by proper reports of the Board and the independent financial examiner.
- (c) Copies of such accounts shall, not less than 14 clear days before the date of the General Meeting at which they fall to be approved, be available for inspection on the website of the Foundation (with all members, Trustees, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

XXIII NOTICES

69. A notice may be served by the Foundation upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its registered address as appearing in the Register of Members.
70. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.
71. A member present at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
72. The business of the Foundation and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Foundation where the Foundation has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

XXIV INDEMNITY

73. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Foundation shall be indemnified out of the funds of the Foundation against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Foundation and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

XXV ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION

74. Subject to the terms of Article 29, no alteration in the Memorandum and/or these Articles may at any time be made unless by the decision of 75% of the members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

XXVI DISSOLUTION

75. Clause 8 of the Memorandum of Association of the Foundation, relating to the winding up and dissolution of the Foundation, shall have effect as if its provisions were repeated in these Articles.

Names and Addresses of Subscribers

1.

Colin William Gresham Endacott

retired banker

The Hewke

Lockerbie

DG11 2JY

2.

Mrs. Hilary Landale Grieve, LL.B., O.B.E.

solicitor

Boreland

Irongray

Dumfries

DG2 9TU

3.

Dame Barbara Mary Kelly, D.B.E., D.L., LL.D.

farmer

Barncleugh

Irongray

Dumfries

DG2 9SE

Dated 23 June 2009

Witness to the above signatures: _____

Name: Lynn White

Occupation: events manager and administrator

Address: 9 Clunie Drive
Dumfries
DG2 9FF