

The Companies Act 1948  
to 2006

Private Company Limited by Guarantee  
Without Share Capital

ARTICLES OF ASSOCIATION

of

THE SCOTTISH ASSOCIATION FOR MARINE SCIENCE

(Adopted by Special Resolution passed on 30th October, 1969, and amended by Special Resolutions passed on 1st February 1990, 2nd July 1992, 7 May 2008, 7th December 2018, 4th December 2020 and 2nd December 2022)

I. PRELIMINARY

**Association to be governed by Articles of Association with power to amend same.**

1. None of the relevant model articles (within the meaning of section 20 of the CA 2006) nor the regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 nor corresponding provisions of any other legislation shall apply as regulations of the Association. The Association shall be governed by the regulations contained in these Articles of Association (the "**Regulations**"), but may by Special Resolution and subject to the provisions of the Memorandum of Association, alter, amend, add to or rescind any Regulations herein contained.

II. INTERPRETATION

**Interpretation**

2. In these Articles, unless the contrary appears from the context:-

"Association" means The Scottish Association for Marine Science (or "SAMS").

"CA 2006" means the Companies Act 2006 to the extent that it is in force from time to time and any statutory amendment thereto.

"Board" means the board of Trustees from time to time.

"Chair" has the meaning given in Article 25.

"Deputy Chair" has the meaning given in Article 26.

"Members" means the members of the Association for the time being as defined in Article 3.

"Director", also known as "Executive Director", means an individual employed by the Association, selected by the Board, who will be responsible for the day-to-day operations of the Association, and be the nominated representative of the Board in certain decision making, signatory and management requirements and/or their delegated equivalent as shall be determined by the Board.

"Trustee" means a director of the company, as described in the Companies Act 2006.

"Office" means the registered office from time to time of the Association.

"Seal" means the common seal of the Association.

"Month" means calendar month.

"In writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Words importing the singular number include the plural number.

Any reference to a person becoming bankrupt shall be construed as a reference to their estate becoming vested in a trustee for their creditors whether by virtue of a voluntary deed or scheme executed by them or in pursuance of an order pronounced by any court having jurisdiction in bankruptcy matters in Scotland or elsewhere.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the CA 2006 as in force on the date when these articles become binding on the company, except that such words as "Association" shall be substituted for "company" and " Trustees" for "directors" as these words respectively appear in the CA 2006.

### III. MEMBERS

#### **Classes and numbers of members**

3. There shall be Ordinary class of membership. The number of members is declared to be unlimited.

#### **Ordinary Members**

4. No person shall become a member of the Association unless (a) that person has completed an application for membership in a form approved by the Executive Director (b) the Trustees have approved the application.

**Rights of members**

5. The rights and privileges of all Ordinary Members shall be personal to such member and shall not be transferable or transmissible either by the act of such member or by operation of law.

**Register of members**

6. The Association shall maintain a register of Members.

**Termination of members**

7. Membership is not transferable. A Member who fails to observe the Association rules, policies, breaches any Regulations, or behaves in a manner which is considered to prejudice the interests of the Association may be removed of membership by the Board, provided there are minutes of the Board decision, and the member has been given reasonable opportunity to answer any charges. A person's membership terminates when that person dies, or ceases to exist, or when they cease to be a Trustee. Members rights will cease on termination and details will be removed from the Register of members.

#### IV. GENERAL MEETINGS

**Annual General Meetings**

8. The Association shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meeting in that year. The annual general meeting shall be held at such time and place as the Board shall appoint. Ordinary Members and Directors of the group companies SAMS Ltd and SAMS Applied Marine Science Enterprise Ltd shall be invited to the annual general meeting.

**Meetings other than Annual General Meetings**

9. All general meetings of the Association other than annual general meeting shall be called "Extraordinary General Meetings".

**Extraordinary General Meetings**

10. The Board may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened when requested or in default may be convened by such members as provided by sections 303 to 305 of the CA 2006.

**Requests for Extraordinary General Meeting**

11. Any such request shall specify the objects of the meeting requested. A request may be in hard copy form or in electronic form and must be authenticated by the person or persons making it. The meeting, whether convened by the Board or by members must be convened for the purposes specified in the request, and when convened by members, for those purposes only.

### **Notice of General Meetings**

12. All general meetings including a meeting called for the passing of a Special Resolution shall be called by at least fourteen clear days' notice as provided by section 307 of the CA 2006. The notice shall be given to the members specifying the place, day and hour of the meeting, and the general nature of the business to be transacted, such notice to be given as provided by sections 308 and 309 of the CA 2006. The notice of every annual general meeting shall specify the meeting as such. The accidental omission to give notice of a meeting to or the non-receipt of such notice by any person entitled to receive the same shall not invalidate the proceedings at that meeting.

## V. PROCEEDINGS AT GENERAL MEETINGS

### **Business of General Meetings**

13. The business of an annual general meeting shall be to (a) report on the activities of the Association, b) to report on the annual accounts c) to notify the attendees of the election of Trustees and the Chair and, when necessary, to re-elect office bearers, d) to inform of the appointment of the auditor of the Association, and to transact any other business that under these presents ought to or may be transacted at an annual general meeting.
14. Seven members personally present shall be a quorum for a general meeting, and subject as provided by Article 21 no business shall be transacted at any meeting unless the requisite quorum is present within the timescales. Attendance is not determined by location, assuming all in attendance have a valid method by which to exercise their right to speak and vote at the meeting, they will be considered to be personally present.

### **If no quorum present Meeting to be dissolved or adjourned**

15. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on requisition as aforesaid, shall be dissolved; but in any other case, it shall stand adjourned for the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, the only members who are present shall form a quorum and may transact the business for which the meeting was called.

### **Chair of General Meetings**

16. The Chair shall chair general meetings if present and willing to do so. If at any meeting the Chair is not present at the time appointed for holding the meeting, the Trustees present shall choose one of the Trustees present to be Chair and if no Trustees are present, the members present shall choose one of their number to be Chair.

**Adjournment of General Meetings**

17. The Chair may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

**Resolutions decided on show of hands unless poll demanded**

18. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, demanded by (a) the Chair; or (b) at least two members present, before a show of hands and must be taken immediately in line with Article 22. Unless a poll be so demanded a declaration by the Chair that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the proceedings, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

**Taking of a poll**

19. Except as hereinafter provided, if a poll is duly demanded it shall be taken in such manner as the Chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which it was demanded.

**Chair's casting vote**

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

**Time at which poll shall be taken if demanded**

21. A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

## VI. VOTES OF MEMBERS

### **Votes**

22. At any general meeting of the Association on a show of hands every member, who is present in person, shall have one vote.

## VII. BOARD AND OFFICERS

### **Management of the Association by the Board**

23. The business of the Association shall be managed by the Board which may exercise all such powers (including powers created by any Act of Parliament) as are not by the Act or any statutory modification thereof for the time being in force or by these Articles declared to be exercisable only by the Association in general meeting, subject nevertheless to the provisions of the Act and these Articles, and to such Regulations, not being inconsistent with the aforesaid provisions, as may be prescribed by the Association in general meeting; but no Regulation made by the Association in a general meeting shall invalidate any prior act of the Board which would have been valid if such Regulation had not been made.

### **Appointment of Trustees**

24. Any person who is willing to act as a Trustee, and is permitted by law to do so, shall be a member of the Association and shall be appointed by the Board of the Association in an open and transparent recruitment process. They shall hold office for three years and shall be eligible for re-election, subject to the proviso that no Trustee shall hold office for any continuous period of more than six years. Trustees shall be eminent in Marine Science and its application or in such other fields and professional disciplines as the Association concludes may benefit the Association and further the meeting of its objects.

### **Chair**

25. The Chair shall be a Trustee and member of the Association and shall be appointed by the Board of the Association in an open and transparent recruitment process. They shall hold office for three years and shall be eligible for re-election, subject to the proviso that no Trustee shall hold the office of Chair for any continuous period of more than six years.

### **Deputy Chair**

26. The Trustees shall elect a Deputy Chair from their number who will chair at any meeting if the Chair is not present at the time appointed for holding the meeting.

### **Staff observers**

27. Attendees of the Board shall include two Staff Board Representatives (SBR) who shall be observers. Candidates for these positions will volunteer or be proposed and should be backed by a seconder. SBRs will be elected by a constituency of all of the Associations' staff, may stand for re-election after two years and may stand for a maximum of six years.
- Any SAMS employee is eligible to stand for election if employed for two years or more, with the exception of SAMS executive group team.
  - One SBR should be elected from the scientific staff (including technicians) and another from professional services.
  - SBRs will be trained to understand the workings of the Board and be trusted to keep confidentiality.
  - SBRs will be observers in the Board, contributing fully to discussions, but not eligible to vote.

### **Student observer**

28. Attendees of the Board shall include a Student Board Representative (“**StuBR**”) who shall be an observer. In fulfilling this obligation, the SAMS Highlands and Islands Students Association (HISA) depute will typically be invited to join Board for the period of their tenure (up to two years).
- The StuBR will be trained to understand the workings of the Board and be trusted to keep confidentiality.
  - The StuBR will be entitled to attend and speak at any meeting of the Board but will not be eligible to vote.

### **Co-opted Trustees**

29. The Trustees may appoint additional individuals as Trustees to ensure a spread of skills and experience within the Board (‘Co-opted Trustees’) and may remove a Co-opted Trustee at any time. A Co-opted Trustee shall retire at the annual general meeting following their appointment unless re-appointed by the Trustees. For the avoidance of doubt, a Co-opted Trustee may attend and vote at board meetings.

### **Trustee Resignations**

30. Any Trustee who shall intimate to the Director in writing their resignation of office, or shall become bankrupt or incapacitated to act, or who shall for any cause cease to be a member of the Association or who shall be removed from office by an Ordinary Resolution of the Association in general meeting subject to section 168 and 169 of the CA 2006, or shall cease to hold office by virtue of any of the provisions of the CA 2006 shall be held to have vacated office. Every vacancy howsoever arising shall be entered in the minutes of a meeting of the Board, and as soon as may be convenient after the occurrence, the remaining Trustees shall appoint a new Trustee.

### **Actings of Trustees**

31. The Trustees for the time being, if a quorum is formed, may act for all purposes for these Articles notwithstanding that all vacancies in the Board as hereinbefore constituted shall not have been filled.

## **VIII. PROCEEDINGS OF THE BOARD**

### **Meetings of Board**

32. The Board shall hold their meetings at such places and times as may from time to time be determined. Notice of every meeting shall be sent by email to each member of the Board at their SAMS e-mail address by the Director or other officer of the Association not less than seven clear days before the meeting, such notice specifying the business of the meeting, and the method of communication if it is anticipated that all Trustees shall not be in the same place.

### **Chair of the Board in the absence of the substantive Chair**

33. The Chair of the Board shall preside as the Chair at all meetings of the Board and in their absence the Deputy Chair will Chair of the Meeting. In the event of a casual vacancy in the Chair the Trustees shall confirm the deputy chair as interim Chair to hold office only until the next Chair is selected.

### **Special Meetings of Board**

34. The Chair of the Board or any three Trustees may, for any cause which seems to the Chair sufficient, require the Director or other officer of the Association to summon a special meeting of the Board by the means described above provided always that if such meetings be summoned at shorter notice than that required for an ordinary meeting, no resolution or motion carried thereat shall take effect unless approved by a majority of two thirds of the Trustees then in office, or confirmed by a subsequent meeting held not less than fourteen days thereafter.

### **Adjournment of Meetings of Board**

35. If, at the time appointed for a meeting, a sufficient number of Trustees to form a quorum are not present, or if the business of any meeting is not completed, the Trustees present may adjourn the meeting to such a day or time as they may fix.

### **Quorum and Voting at Meetings of Board**

36. At all meetings of the Board five Trustees shall be a quorum. Subject to the provisions of these Articles, all questions shall be determined by a majority of those present. Each Trustee present shall have one vote and in case of an equality of votes the Chair of the meeting shall have a casting vote in addition to their deliberative vote. The Chair at each meeting shall determine the mode of voting.

### **Minutes**

37. Minutes of all proceedings of the Board shall be recorded, in writing, and retained for a period of no less than 10 years from the date of recording.



## IX. POWERS OF BOARD

38. Without prejudice to the provisions of Article 23 the Board shall have the following powers, namely:-

### **Appointment of Directors and other Staff**

- (a) To appoint the Director (the “**Appointment**”) and employ for such period as they shall think fit other members of staff, but any such Appointment shall be subject to the provisions of Article 7, and, so far as is consistent with the terms of the Appointment, to remove or suspend any such Director and other members of such staff.

### **Power to make Rules and Regulations and to delegate**

- (b) To frame such rules and regulations for the governance of the Association as they may think fit, provided always that such rules and regulations shall not amount to such an alteration or addition to these Articles as could only legally be made by a Special Resolution and in such rules and regulations. To delegate the powers conferred on them under the Articles in such manner as they may think fit to the Director of the Association such as they may consider requisite to the performance of their offices and, if the Board so specifies, any such delegation may authorise further delegation of the Board’s powers by any person to whom they are delegated.

### **Power to appoint Committees**

- (c) The Board may from time to time appoint a committee or committees from among their own number with power for executing any of the purposes of the Association and may appoint to such committee or committees, but in an advisory capacity only and without the right to vote, any person who is not a Trustee, Co-opted Trustee or a member of the Association. The quorum of committees and the mode of conducting business at committee meetings shall be as directed by the Board. The Chair of the Board shall be a member of all committees ex officio.

### **Salaries of employees**

- (d) To fix the amount of the salaries or remuneration of any persons employed by the Association and the duties from time to time to be performed by them respectively.

### **Power of Investment**

- (e) Subject to the provisions of the Memorandum of Association to invest such parts of the funds of the Association as shall not be required to satisfy or provide for immediate demands in any of the investments authorised for trustees by the laws of Scotland or in the purchase or on the security of the stocks, shares, debentures or deposit receipts or other obligations or securities of any bank, insurance company, investment company or joint stock company

of any kind, and generally in or upon such securities, investments and others at home or abroad as the Board in their sole discretion may think proper, and from time to time at their discretion to vary any such securities, investments and others but the Board shall not be entitled to invest in any stocks or shares upon which there may be any uncalled liability.

**Power to accept grants, legacies, donations, etc.**

- (f) To invite, receive or accept from time to time contributions, grants, legacies, donations, gifts, subscriptions, conveyances and endowments, either of money or property, of any description whatsoever, either absolutely or conditionally or in trust, and to manage and administer such grants, legacies, donations, gifts, subscriptions and others for or towards the general purposes and benefit of the Association as the Board shall think fit; subject always to the directions (if any) of the respective grantors, testators, donors, subscribers or founders, to the provisions of the Memorandum of Association, and to the requirements of any statute in pursuance or by virtue of which the same may be received.

X. ACCOUNTS

39. The Trustees shall cause accounting records to be kept in accordance with the requirements of the CA 2006, the Charities and Trustee Investment (Scotland) Act 2005 and other relevant legislation.
40. Unless the Trustees determine otherwise, accounting records shall be maintained by any treasurer and overseen by the Director. The accounting records shall be kept at such place as the Trustees think fit and must at all times be open to inspection by the Trustees.
41. The Trustees shall ensure that the accounts of the Association are prepared and examined and/or audited in accordance with all relevant statutory requirements and, for the avoidance of doubt, an audit (within the meaning of the CA 2006) shall not be required in a case where the Association is exempt from audit under the CA 2006.

XI. AUDIT

**Appointment of Auditor**

42. An Auditor shall be appointed, and their duties regulated in accordance with the provisions of the CA 2006.

## XII. SEAL

**Execution of deeds**

43. Any deed, document or instrument shall be held to be validly executed on behalf of the Association if it is signed on the Association's behalf:-
- (a) by one person so authorised; or
  - (b) in any manner provided for in a statute or other legislative provision applicable to the Association.

## XIII. NOTICES

**Authentication of notices**

44. Notices by the Association may be authenticated by the signature of the Director or other person appointed by the Board.

**Service of notices and other Communications**

45. The Association may serve a notice on a Member in hard copy (addressed to the address given for that Member in the register of members and posted or hand-delivered) or electronic form (faxed or e-mailed). A notice is deemed to have been served on the day following the day on which it is hand-delivered, posted faxed or e-mailed.
46. The Association may communicate with a Member by electronic means (including fax and e-mail) unless the Member has requested that communications from the Association be sent in hard copy. The Association may publish notifications by means of a website provided the Association has advised Members of this and taken reasonable steps to notify Members who have informed the Association that they do not have internet access.

**Members out with United Kingdom**

47. As to any member whose address appearing in the register of members is not in the United Kingdom, a notice posted on the website shall be deemed to be well served at the expiration of 24 hours after being so posted.

## XIV. INDEMNITY

**Reimbursement of costs, losses. etc., and individual responsibility of Members of the Board**

48. Subject to the CA 2006, but without prejudice to any indemnity to which any Trustee may otherwise be entitled, each Trustee or other officer or auditor of the Association shall be indemnified out of the Association's assets against all costs, charges, losses, expenses and liabilities incurred by them in the execution of their duties, or in relation to them, including any liability incurred by them in defending any civil or criminal proceedings in which judgment is given in their favour, or in

which they are acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part, or in connection with any application in which the court grants them relief from liability for negligence, default, breach of trust or breach of trust in relation to the Association's affairs.

49. The Association may buy and maintain insurance against any liability falling upon the Trustee or other officers or auditors which arises out of their respective duties to the Association, or in relation to its affairs.

## XV. WINDING UP

### **Repetition of Memorandum Clause VII**

50. The provisions of Clause VII of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the same was repeated in these Articles.