

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
LEARNING AND TEACHING SCOTLAND

(Updated by Special Resolution on 6 August 2008)

Registered in Scotland, Number SC200241

THE COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

LEARNING AND TEACHING SCOTLAND

1. The name of the Company is Learning and Teaching Scotland (hereinafter called “the Company”).
2. The registered office of the Company will be at The Optima, 58 Robertson Street, Glasgow, G2 8DU.
3. The objects for which the Company is established (“**the Objects**”) are the advancement of education for the public benefit and in particular:-
 - A. (1) (i) To support the implementation of national developments in education, including reviewing and refreshing the curriculum by:
 - (i) Building capacity in the system through effective partnership working with key stakeholder;
 - (ii) Developing a range of strategies to support curriculum development and the continuous professional development of all teaching staff; and by commissioning, developing and disseminating materials as appropriate;
 - (iii) Leading cutting-edge developments in the use of Information and Communications Technology to support learning in school and post-school contexts;
 - (iv) Contributing educational, technical and communications expertise.

- (2) To provide guidance, leadership and support to education authorities and schools to help implement educational policy and promote innovation by:
 - (i) Building and sustaining networks of education authority and school staff, and supporting school / college partnerships as appropriate, to develop effective implementation of policy and to support innovation;
 - (ii) Supporting professional debate and disseminating best practice.

- (3) To systematically evaluate the impact of all aspects of its work across the education system by:
 - (i) Using best value approaches, quality indicators and surveys of stakeholders and customer satisfaction to measure impact and identify areas for improvement;
 - (ii) Improving internal management and quality assurance processes;

B. In pursuance of the Objects, the Company shall have the following powers:-

1. To appoint, employ or to secure the services of academic, professional, clerical, manual, and other staff and, subject to any relevant conditions of service of such staff, to allocate their services to any institution, company, firm or other body;
2. To purchase or otherwise acquire, deal with and manage, all or any part of the business and undertaking of any body corporate, unincorporated association, partnership, institution or any other organisation or person carrying on a business or undertaking similar to or having similar functions or purposes as that of the Company and to carry on all or any part of such business on the same or any other premises or to modify or terminate the same and in furtherance of this object to enter into and implement agreements, assignments, transfers, contracts and any other arrangements formal or informal relating to any of the property, assets, engagements, rights and liabilities relating to any such business;
3. To establish, equip, maintain and manage a principal place of business for the carrying out of the objects of the Company and, with such approval, to establish any associated and subsidiary places of business for the carrying out of such objects, or any one or more of them, as may seem expedient to the Company;
4. To establish, promote and acquire shares in or to collaborate in establishing and promoting any company, firm or joint venture including businesses exploiting web or web related technologies to further exploit and develop the objects of the Company;
5. To sell, dispose of, transfer or donate the whole or any part of the undertaking of the Company to any company, firm or institute, public or private having purposes or objects altogether or in part similar to those of the Company.

6. To publish any advice given to the Scottish Ministers by the Company and to prepare, edit, print, publish, issue, acquire, distribute, circulate and market any written works of matters treating of or bearing on the work of the Company including any research and development work promoted or carried out by, or in collaboration with, the Company;
7. To make or commission the making of sound recordings, television, video and other records of the said work and to publish, distribute, circulate and licence such recordings and records;
8. To establish and maintain collections of material, literature and scientific data relating thereto and for this purpose to establish and operate computerised information gathering, storage and interpretation systems and web related technologies, and to disseminate information obtained therefrom;
9. To acquire and hold exclusive or non-exclusive interest in any copyright and other intellectual property rights, of the said written and other material and data and to grant licences for, assign, market and turn to account any such intellectual property rights all in accordance with the said guidelines.
10. To apply to any Government department or agency, the European Community or to any local, national or international body, or to corporations, companies or persons for, and to accept, grants of money or land, donations, gifts, subscriptions and other assistance with a view to promoting the objects of the Company, to administer, allocate or expend such grants with a view to such promotion and to conform to any conditions upon which such grants and other payments may be made;
11. To make grants to facilitate research and development on subjects within the scope of these objects, to make payments towards the expenses of such research and development;
12. To purchase, feu, take on lease or in exchange, hire or otherwise acquire any heritable or moveable, real or personal property and in particular any land, buildings, equipment, apparatus, appliances, and any rights or privileges necessary or convenient for the purposes of the Company and to construct, erect, alter, improve, maintain and demolish any buildings which may be from time to time required for the purposes of *the Company*, and to manage, develop, sell, feu, demise, let, hire, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company;
13. To borrow or raise any money that may be required by the Company upon such terms and upon such security as may be deemed advisable;
14. To invest any moneys of the Company not immediately required for the purposes of the Company, in any category of investment for the time being authorised by the law of the investment of trust moneys and that in such manner as may from time to time be determined by the Company;
15. To provide for the welfare of ex-employees of the Company or their dependants by grants of money, pensions, annuities, superannuation or otherwise, to make to such ex-employees

payments on their redundancy or early retirement and to promote or assist in the promotion of and to contribute to any pension or endowment fund or policy of insurance or assurance;

16. To support and subscribe to any charitable object and to support and subscribe to any institution, society or club which, being of benefit to the employees and the dependants of employees of the Company or of any body with which it may amalgamate, may indirectly facilitate the attainment of these objects.

C. In addition to the foregoing the Company shall have power:-

1. To collaborate with other bodies having an interest in the school curriculum and to promote and encourage research and development on topics relating to the curriculum;
2. To assist, co-operate or collaborate with any relevant or appropriate person, association, institution and other body whatsoever, whether incorporated or unincorporated, engaged in work similar to the objects of the Company;
3. To retain, appoint or contract with qualified professional advisers in connection with the objects of the Company and to pay them such fees or remuneration as may be thought expedient; and to contract with and remunerate instructors and supervisors for the training of persons employed or to be employed on, and to foster public interest in, the work of the Company;
4. To use the funds of the Company in the employment of persons and in the provision and use of buildings, instruments, materials, appliances or any of the equipment of the Company for any form of study which may be considered to be conducive to the attainment of the objects of the Company as defined in Clause 1 hereof.
5. To provide for the delivery of lectures and the holding of conferences, training and other courses, meetings, and exhibitions likely, directly or indirectly, to promote the objects of the Company.
6. To establish, equip, and conduct, and to collaborate and co-operate in establishing, equipping and conducting courses, classes and other means of instruction at such places and at such times as to the Company shall seem expedient.
7. To undertake and execute any trust which may be conducive to the attainment of any of the objects of the Company, to act as Trustees and accept as such specific tasks or responsibilities including advisory functions, providing the same shall be for the advancement of the objects of the Company and to receive and administer trust funds donated for purposes to promote the objects of the Company or purposes analogous thereto.
8. To procure the Company to be registered or recognised in any foreign country or place.

9. To carry on any other business and to do all such other lawful things as may be necessary or expedient for the attainment of any or all of the objects specified in this Memorandum or which may seem to the Company to be capable of being carried on conveniently in furtherance of any or all of the said objects.

D. The objects or powers set forth in any part or sub-clause of Clause 3 shall not -

- (i) be deemed subsidiary or ancillary to the objects or powers mentioned in any other part or sub-clause, and
- (ii) except where the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such part or sub-clause or from the terms of any other part or sub-clause,

but so that the powers contained in paragraphs B to D of Clause 3 shall not be used other than in furtherance of the objects set forth in paragraph A of that Clause.

Provided that in the event that *the Company* shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or of any authority exercising corresponding jurisdiction in Scotland, the Company shall not sell, feu, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and in the event that the Company were to take or hold any property which may be subject to any trust, the Company shall deal with the same in such manner as allowed by law having regard to such trust.

4. The income and property of the Company, from whatever source derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, gift, bonus or otherwise by way of profit to the Members of the Company.

Providing that nothing herein shall:

- i. prevent the payment of reasonable and proper remuneration, to any officer or servant of the Company or to any Director in return for any services actually rendered to the Company, or for any material, labour or services supplied to the Company for pursuance of its objects or the payment of interest at a rate not exceeding the normal commercial rate from time to time on money lent to the Company by any Director of the Company; but no Director of the Company other than the Chief Executive shall be appointed to any salaried office of the Company; and no Director of the Company shall be paid fees other than the Chair, in whose case the amount of any fees shall be determined by the Scottish Ministers; and that subject as aforesaid, no remuneration or other benefit in money or money's worth shall be given by the Company to any Director or Member, except repayment of out-of-pocket expenses or interest at the rate aforesaid on money lent as aforesaid or the payment of a reasonable and proper rent for premises let to the Company;

- ii. prevent any payment to any corporate body of which a Director of the Company may be a member or shareholder holding less than one hundredth part of its capital, and members shall not be bound to account for any share of profits which they may receive in respect of any such payment;
 - iii. prevent the gratuitous distribution among or sale at less than cost to Directors of the Company of any books, pamphlets or other publications relating to all or any of its objects.
5. The liability of each of the Members is limited to £1.
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up of which he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred, to the Scottish Ministers for them to distribute to some other recognised charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members at or before the time of dissolution, or in default thereof by the Scottish Ministers, and if and so far as effect cannot be given to such provision, then to some charitable object.
8. The Company shall procure that true accounts are kept of the sums of money received and expended by the Company, the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company, and the property, credits and liabilities of the Company; once at least in every year the accounts of the Company shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained and certified by one or more properly qualified Auditor or Auditors.

THE COMPANIES ACT 1985 AND 2006

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

LEARNING AND TEACHING SCOTLAND

INTERPRETATION AND GENERAL

1. In these regulations -

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

"The Articles" means the Articles of Association of the Company.

"The Board of Directors" means the board of directors of the Company.

"The Chair" means the Chair of the Board of Directors of the Company appointed by the Scottish Ministers in accordance with regulation 5 hereof and includes any person acting as Chair in accordance with these regulations.

"Chief Executive" means the Chief Executive of the Company to be appointed in terms of regulation 30 hereof.

"Committee" means a committee of the Board of Directors of the Company established in accordance with regulations 26 to 29 hereof.

"Corporate Management Team" means the Chief Executive and those senior managers of the Company reporting directly to him.

"Director" means a member of the Board of Directors of the Company.

"Member" means a member of the Company.

"Member of the Corporate Management Team" means a member of the Corporate Management Team.

"The Memorandum of Association" means the Memorandum of Association of the Company.

"The Office" means the registered office of the Company.

"The Register" means the Register of Members required to be kept pursuant to section 352 of the Act.

"The Scottish Ministers" has the same meaning as in section 44(2) of the Scotland Act 1998 and includes any person or body authorised by them.

"The Secretary" means any person appointed to perform the duties of Secretary of the Company.

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

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to handwriting, printing, lithography, photography and any other mode of representing or reproducing words and meanings in visible form.

Unless the contrary intention appears -

- a. words importing the singular number only shall include the plural number and vice versa;
- b. words importing the masculine gender only shall include the feminine gender; and
- c. any reference to persons shall include references to individuals, firms, corporations and any entities having separate legal personae.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act and any statutory modification thereof in force at the date when these regulations become binding on the Company.

- a. These regulations are in substitution for the Articles of Association contained in Table C of the Companies (Tables A to F) Regulations 1985, which shall not apply to the Company.

3. The Directors of the Company, who alone shall be the members of the Company, shall consist of persons appointed under regulation 6 on such terms and conditions as the Directors shall determine.
4. The provisions of section 352 of the Act shall be observed by the Company, and every Member shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.

CHAIR

5. The Scottish Ministers shall be entitled to appoint from amongst the Members, a Chair who shall preside at all meetings of the Board of Directors of the Company. The Chair shall nominate another Director as a Deputy Chair to carry out the functions of Chair in the absence of the latter. The Chair and any Deputy Chair shall cease to be Chair or Deputy Chair on ceasing to be Members of the Company.

BOARD OF DIRECTORS

6. The Board of Directors shall consist of *the Chair and a maximum of nine other Directors, all of whom shall be appointed by Scottish Ministers in consultation with the Company*. The Directors of the Company shall be appointed for such duration as *Scottish Ministers* shall determine.
7. Without prejudice to the provisions of regulation 6, a Director of the Company, including the Chair, shall resign membership of the Board of Directors of the Company on the occurrence of any of the following events:-
 - i. failure to attend 3 successive meetings of the Board of Directors or 2 successive General Meetings of the Company without reasonable cause;
 - ii. on his or her becoming incapacitated through mental or physical illness;
 - iii. on his or her estate being sequestrated or on his granting a trust deed for the benefit of, or on entering into a composition contract with, his creditors;
 - iv. on becoming unable or unfit otherwise to discharge his or her functions as a Director of the Company.
8. Any Director of the Company, including the Chair and any Deputy Chair, may resign from Board of Directors of the Company at any time on giving written notice to that effect to the Company.

MEETINGS OF THE BOARD OF DIRECTORS

9. The Board of Directors of the Company may meet as the occasion requires at any time but must hold at least three meetings in each calendar year.

GENERAL MEETINGS

10. The Company shall hold a General Meeting in each calendar year as its Annual General Meeting at such time and place as the Board of Directors shall decide, and shall specify the meeting as such in notices calling it, provided that every Annual General Meeting shall be held not more than 15 months after the holding of the preceding Annual General Meeting.
11. All General Meetings, other than the Annual General Meetings, shall be Extraordinary General Meetings.
12. Extraordinary General Meetings may be called by the Chair or the Board of Directors at any time, and may also be convened on the requisition of not fewer than 5 Directors of the Company addressed to the Chair. A General Meeting so requisitioned shall be called to be held on a date not later than 8 weeks after the date of receipt by the Chair of the requisition. The provisions of section 368 of the Act shall apply to any default in calling a meeting so requisitioned by the Members.

NOTICE OF GENERAL MEETINGS

13. Twenty-one days' notice in writing, at the least, of every Annual General Meeting, and of every meeting convened to pass a Special Resolution, and 14 days' notice in writing, at the least, of every other general meeting (exclusive, in every case, of both the day on which it is served or deemed to be served and the day of the meeting), specifying the time and place of the meeting and the general nature of the business to be transacted thereat shall be given in the manner hereinafter mentioned, to such persons (including the Auditors) as are, under the Articles, or under the Act, entitled to receive such notices from the Company; but with the consent of all Members having right to attend and vote thereat, or of such proportion of them as is prescribed by the act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members think fit.
14. 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 MEETINGS

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting shall be deemed special with the exception of the consideration of the income and expenditure account and balance sheet and the reports of the Board of Directors and of the Auditors, and the appointment of, and the fixing of the remuneration of the Auditors.

16. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business and save as herein otherwise provided 3 Members present shall be a quorum.
17. If, within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Chair may determine and if, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
18. The Chair, whom failing, a Deputy Chair shall preside as Chair at every General Meeting of Members but, if there be no such Chair or Deputy Chair, or if at any meeting he or she shall not be present within 15 minutes after the time appointed for holding the same, the Members shall choose some other Director as Chair or, if no such Director shall be present and willing to act, they shall choose some Member present at the meeting to act as Chair of the meeting.
19. The Chair may, with the consent of any meeting of Members 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 business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the

Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
20. At any general meeting of Members a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chair or by at least 3 Members present; and unless a poll is so demanded, a declaration by the Chair of the meeting 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 the effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against that resolution. The demand for a poll may be withdrawn.
21. A poll demanded on the election of a person to act as Chair or on a question of adjournment shall be taken forthwith. A poll demand on any other question shall be taken at such time and place as the Chair of the meeting directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
22. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

23. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll is demanded.

VOTES OF MEMBERS

24. Subject as hereinafter provided, every Member shall have one vote both on a show of hands and on a poll.
25. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held.

COMMITTEES OF BOARD OF DIRECTORS

26. The Board of Directors shall -
- i. appoint such Committees of the Board of Directors as shall be considered by the Board of Directors to be necessary for the carrying out of the functions of the Company,
 - ii. select a member of any such Committee, who may be a Director, to be chair of any such Committee, and
 - iii. establish the terms of reference of any such Committee and its rules of procedure,
- and any such Committee shall be responsible and report to the Board of Directors of the Company.
27. The Board of Directors may determine from time to time the membership of any Committee.
28. The duration of Committee membership of any member shall be specified in the letter of appointment of such member.
29. A person shall cease to be a Committee member if -
- a. the duration of his or her Committee membership expires without reappointment;
 - c. he or she is required to resign by the Board of Directors, following a resolution of the Board of Directors to that effect.

CHIEF EXECUTIVE

30. The Chief Executive of the Company, who shall be ex officio a Director and a Member of the Company, shall be appointed by the Company subject to the approval of the Scottish Ministers. The Board of Directors of the Company shall delegate their powers to him to the extent that they think fit. The Chief Executive and other officers and employees of the Company shall be appointed for such time and at such remuneration and upon such conditions as shall be determined in accordance with Clause 3.B(i) of the Memorandum of Association. A Secretary to the Company shall be appointed to whom the provisions of sections 283 and 284 of the Act shall apply. The Chief Executive, the Secretary to the Company and the other officers and employees of the Company shall carry out such functions subject to such conditions, terms of reference and rules of procedure as shall be determined from time to time by the Company.

CORPORATE MANAGEMENT TEAM

31. Subject as hereinafter provided the Corporate Management Team shall comprise the Chief Executive and such other persons as may from time to time be appointed by the Chief Executive and it may determine any quorum required to constitute it.

POWERS AND DUTIES OF CORPORATE MANAGEMENT TEAM

32. The Corporate Management Team shall carry out the day-to-day management of the business of the Company to the extent determined from time to time by the Board of Directors of the Company and the Corporate Management Team may for this purpose exercise all the powers of the Company, and may exercise and do on behalf of the Company and in its name all such powers and acts as may be exercised and done by the Company and which are not by statute or by the Articles required to be exercised and done only by the Company in general meeting.
33. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts and discharges for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Corporate Management Team shall from time to time decide.
34. If the number of the Corporate Management Team falls below that necessary number to form a quorum as set in terms of regulation 31, the remaining members of the Corporate Management Team may continue to act as if they constituted a quorum until new members are appointed.

35. Any member of the Corporate Management Team who is in any way, directly or indirectly, interested as an individual in any contract or proposed contract or arrangement to which the Company is or may be or may become a party shall declare the nature of his interest to the Corporate Management Team as soon as practicable, and, unless the Corporate Management Team otherwise resolves (having regard to the nature of the interest involved) he or she shall not vote in respect thereof at any meeting of the Corporate Management Team held after his interest shall have become known to him or her and, if he or she shall so vote, his vote shall not be counted.

PROCEEDINGS OF THE CORPORATE MANAGEMENT TEAM

36. The Corporate Management Team may meet together for the despatch of business, adjourn and otherwise regulate the meetings of the Corporate Management Team as they think fit, subject to any direction from the Board of Directors.
37. The Chief Executive shall be the chair of meetings of the Corporate Management Team or, if he or she shall not be present or willing to act, the members of the Corporate Management Team present shall choose one of their number to be chair of the meeting.

COMMITTEES OF THE CORPORATE MANAGEMENT TEAM

38. The Corporate Management Team may delegate any of its powers and functions to a committee of the Corporate Management Team.

ANNUAL REPORT

39. It shall be the responsibility of the Company to prepare an annual report with respect to the pursuit of the objects of the Company and the conduct of its business not later than 6 months after the end of the year to which the report relates, and a copy of the report together with a copy of the audited accounts of the Company, shall be submitted by the Board of Directors to the Scottish Ministers and, if so required by the Scottish Ministers, to the Auditor General for Scotland.
40. All bona fide acts done by any meeting of the Board of Directors or any Committee of the Board of Directors or meeting of the Company, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Director or of any Committee of the Board of Directors or of any Member of the Company or that they or any of them were disqualified, be as valid as if such a Director or Member of the Company, as the case may be, had been duly and properly appointed and qualified.
41. A resolution in writing signed by all the Board of Directors, or of any Committee of the Company for the time being entitled to receive notice of a meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors or of the Committee, as the case may be, duly convened and constituted.

MINUTES

42. The Board of Directors shall ensure that minutes are made and kept -
- a. of all appointments of officers of the company and of senior employees and
 - b. of all proceedings at meetings of the Company, the Board of Directors and any Committees of the Company including names of all present at each meeting thereof.

ACCOUNTS

46. The Board of Directors shall cause proper books of account to be kept with respect to (a) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and (b) the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of the Company and to explain its transactions.
47. The books of account shall be kept at the Office or at such other place or places the Board of Directors shall think fit, and shall always be open to the inspection of Members of the Company.
48. At the Annual General Meeting in every year the Board of Directors shall lay before the Members proper income and expenditure accounts for the period since the last preceding account made up to a date not more than 9 months before such meeting, together with a proper balance sheet made up as at that date. Every balance sheet shall be accompanied by proper reports of the Board of Directors and of the Auditors, and copies of such account, balance sheet and reports and of any other documents required by law to be annexed or attached thereto or to accompany the same shall, not less than 21 clear days before the date of the meeting, subject to section 240(4) of the Act, be sent to every Member of the Company, to the Auditors and to all other persons entitled to receive notices of general meetings, in the manner in which notices are hereinafter directed to be served.

AUDIT

49. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by a properly qualified Auditor or firm of Auditors.
51. Auditors shall be appointed by the Board of Directors and their duties shall be regulated in accordance with the provisions of the Act.

NOTICES

52. A notice may be served or given by the Company or the Board of Directors on or to any Member by being given personally to the Member or to his representative or to any of his representatives, or by being sent through the post in a prepaid letter, addressed to such Member or to his representative or to any of his representatives at the address of the Member appearing in the Register of Members. Any Member present in person at any meeting of the Company or of the Board of Directors shall be deemed to have received due notice of the meeting and, where requisite, of the purposes for which it was called.
53. Any Member described in the Register of Members by an address not within the United Kingdom who shall from time to time give to the Company an address within the United Kingdom for the purpose of notices, shall be entitled to have notices served on or given to him or her at that address but, otherwise and save as provided by the Act, only those Members who are described in the Register of Members by an address within the United Kingdom shall, be entitled to receive notice from the Company.
54. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter.
55. Subject to any rule of law, a notice shall be deemed to be fully served or given if it be transmitted by email or facsimile transmission.

REPORT AND INFORMATION

56. As soon as practicable after the end of every financial year the Company shall seek to publish a report on the exercise of its functions in that year. The Company shall also provide Scottish Ministers with such information relating to its activities or proposed activities, as they may from time to time require and for that purpose shall permit any person authorised in that behalf by the Scottish Ministers to inspect and make copies of their books, documents or papers and shall afford to that person such explanation thereof as he or she may reasonably require.
57. Any notice calling a meeting of the Board of Directors, the Corporate Management Team or of any Committee of the Company need not be in writing.

INDEMNITY

58. Subject to the provisions of and as far as permitted by statute and by the Memorandum and Articles of Association, every Director, member of the Corporate Management Team and of any Committee and every Auditor or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

DISSOLUTION

59. Clause 8 of the Memorandum of Association relating to the winding up of the Company shall have effect as if the provisions thereof were repeated in these Articles.

ADVISORY COUNCIL

60. The Company shall set up and maintain an advisory committee to advise Scottish Ministers on educational matters ("the Advisory Council"). The Advisory Council shall be financed and staffed by the Company. The Chair and Chief Executive of the Company shall be members of the Advisory Council and such other office bearers or employees of the Company or other persons as Scottish Ministers may determine.