ARTICLES OF ASSOCIATION
OF
THE GLASGOW HIGH SCHOOL CLUB LIMITED

(Company Number SC 010663)

COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION
OF
THE GLASGOW HIGH SCHOOL CLUB LIMITED
(Company Number SC010663)

COMPANY LIMITED BY GUARANTEE

1. PRELIMINARY

1.1 1. In these Articles, unless there is something in the subject or context inconsistent therewith:

“Annual General Meeting” means a meeting of the Ordinary Members called pursuant to Article 4.1;

“Associate Member” means any person who is eligible to become an Associate Member pursuant to Article 3.3 and who has agreed to become an Associate Member of the Club pursuant to Article 3.4;

“Associated Schools” means the Glasgow High School for Girls and Drewsteignton School, Bearsden;

“Auditors” means the auditors of the Club (if any) from time to time;

“Club” means The Glasgow High School Club Limited;

“Directors” means the directors of the Club from time to time;

“Extraordinary General Meeting” means a meeting of the Ordinary Members that is not an Annual General Meeting;

“Former Pupils” means the former pupils of the School and/or the Associated Schools;

“General Committee” means the General Committee of the Club from time to time, as constituted pursuant to Article 7.1;
“General Meeting” means an Annual General Meeting, or an Extraordinary General Meeting, as the case may be;

“Independent Accountant” means the Independent Accountant, if appointed, of the Club from time to time;

“Kelvinside Academicals” means the former pupils association of Kelvinside Academy;

“Month” means calendar month;

“Ordinary Member” means a person who is eligible to become an Ordinary Member pursuant to Article 3.2 and who has agreed to become an Ordinary Member of the Club pursuant to Article 3.4;

“Rector” means the Rector of the School from time to time;

“School” means The High School of Glasgow;

“Secretary” means, if appointed, the secretary of the Club from time to time;

“Sub-Committee” means a committee formed pursuant to the authority granted to the General Committee in Article 8.4;

“the Treasurer” means the treasurer, if appointed, of the Club from time to time;

“the President” means the president of the Club from time to time, who must be a Former Pupil;

“in writing” means written, typewritten, printed or otherwise reproduced in visible form.

1.2 Words importing the singular number include the plural number, and vice versa words importing the male gender include the female and vice versa unless the context otherwise requires.

1.3 For the purpose of registration the number of members of the Club is declared to be unlimited.
2. **BUSINESS**

2.1 The business of the Club shall include the several objects expressed in the Memorandum of Association and all matters which from time to time appear expedient for attaining the objects therein expressed.

2.2 The business of the Club shall be carried on by or under the management of the General Committee.

3. **MEMBERSHIP AND CONTRIBUTIONS**

3.1 There shall be three classes of member:-

   (a) Ordinary Members, which, together with those persons detailed as being eligible to become an Ordinary Member in Article 3.2, shall include:

      (i) The High School of Glasgow as a corporate Ordinary Member; and

      (ii) The High School of Glasgow Educational Trust as a corporate Ordinary Member;

   (b) Associate Members; and

   (c) Temporary Members

3.2 The following persons shall be eligible to become Ordinary Members:-

   (a) the Directors;

   (b) former Directors who are Former Pupils;

   (c) the President;

   (d) past Presidents;

   (e) the Rector;

   (f) the serving trustees of the High School of Glasgow Educational Trust;

   (g) any former trustee of the High School of Glasgow Educational Trust who is a Former Pupil;

   (h) the serving governors of the School; and
(i) any former governor of the School who is a Former Pupil.

3.3 The following persons shall be eligible to become Associate Members:

(a) Former Pupils;
(b) any former Rector;
(c) any former Director who is not a Former Pupil;
(d) any former trustee of the High School of Glasgow Educational Trust who is not a Former Pupil;
(e) any former governor of the School who is not a Former Pupil;
(f) any serving teacher or former teacher of the School, or an Associated School
(g) any person who is a member of any branch or section of the Club, for the duration of such person’s membership of any branch or section;
(h) parents of pupils of the School;
(i) parents of children who are members of a junior section of a branch or section of the Club;
(j) persons who as at the date of adoption of these Articles have been elected as Life Members of Kelvinside Academicals, such persons being designated as ‘Associate Life Members’ and having the same rights, privileges and obligations as Associate Members other than the obligation to pay Associate Member annual subscription to the Club.
(k) Life Members who are not Ordinary Members

3.4 Any person eligible to become an Ordinary Member or Associate Member, as the case may be, must intimate in writing their agreement to becoming a member of the Club, stipulating which type of member they are agreeing to become. If a person is eligible to become both an Ordinary Member and an Associate Member but fails to stipulate which type of member they are agreeing to become, such person shall be deemed to have intimated that they are agreeing to become an Associate Member
3.5 Associate Members shall enjoy the full privileges and obligations of members of the Club, except that they shall have no voting rights, shall not be entitled to receive notice of or attend General Meetings of the Club, and shall have no interest in the property of the Club.

3.6 The General Committee may at any meeting admit to temporary membership of the Club:

3.6.1 members and officials of other clubs visiting the Club premises to fulfil sports fixtures;
3.6.2 spectators at sporting fixtures; and
3.6.3 persons visiting the Club for the purpose of a bona fide social function authorised by the General Committee,

in each case for the day of their visit.

Such temporary members shall enjoy the full privileges and obligations of members of the Club except that they shall have no voting rights and shall have no interest in the property of the Club nor join in the management of the affairs of the Club in any manner of way.

3.7 The terms of membership, for both Ordinary Members and Associate Members, shall be fixed from time to time by the Club in General Meeting, provided, however, that no member shall cease to be such because of an alteration of the terms of membership.

3.8 If an Ordinary Member ceases to be eligible to be an Ordinary Member in terms of Article 3.2, such Ordinary Member shall, unless they intimate in writing in terms of Article 3.12 that they wish to withdraw from the Club, be deemed to have intimated that they have agreed to become an Associate Member.

3.9 Ordinary Members and those persons that are Associate Members other than pursuant to Article 3.3(g) shall not be required to pay a membership fee, and the Club will not be entitled to levy any special contributions from such members.

3.10 A person who is an Associate Member pursuant to Article 3.3(g) may be required to pay a membership fee. Such fee will be as determined by the Club in General Meeting and said fee will be payable by the branch or section of which the Associate Member is a member.

3.11 The rights and privileges of membership shall be personal and incapable of transfer. Membership of the Club terminates on death of the member.

3.12 Any member may withdraw from the Club by notice in writing addressed and delivered to the Secretary; and on the expiry of one week from the date of receipt of such notice, he shall cease to be a member, but he shall remain liable for, and shall pay to the Club all monies including arrears
of subscriptions which, at the time of his ceasing to be a member, may be due from him to the Club.

3.13 The General Committee shall have power to expel from the membership of the Club and from Club premises any member whose conduct is unacceptable to the Club, which shall include but is not limited to members who are believed to have been involved in:

(a) Fighting, physical assault or other violent/aggressive conduct;

(b) Theft or unauthorised possession of property belonging to the Club or to another member;

(c) Performing, arranging or carrying out any activity which adversely affects the Club’s interests in any way; or

(d) Being in possession of or dealing in illegal substances whilst on the Club premises or otherwise on Club business.

3.14 If any member, or the branch or section of which they are a member, shall neglect for a period of one month to pay any subscriptions or contributions due and payable by him to the Club, he shall cease to be a member on the General Committee so resolving, but he, or the branch or section of which they are a member, shall nevertheless remain liable for any such subscriptions or contributions.

3.15 No branch or section of the Club shall be formed except with the sanction of the General Committee. Each branch or section of the Club shall be self-supporting and shall have no power to pledge the credit of the Club without the consent of the General Committee. The General Committee may discontinue any branch or section.

4. **GENERAL MEETING**

4.1 An Annual General Meeting shall be held at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed by the General Committee.

4.2 The General Committee may convene an Extraordinary General Meeting whenever they think fit.

4.3 The General Committee shall convene an Extraordinary General Meeting on a requisition made in writing by not less than five Ordinary Members, and otherwise in terms of current company law.
4.4 In default of the General Committee convening an Extraordinary General Meeting on a requisition made in accordance with Article 4.3 the requisitionists may convene such meeting as provided in current company law.

4.5 Subject to the provisions of current company law relating to the convening of meetings other than Annual General Meetings or a meeting for the passing of a special resolution twenty one clear days’ notice at the least (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) specifying the place, day and hour of meeting and, in case of special business, the general nature of such business, shall be given in the manner hereinafter provided to members entitled to receive the same and whenever any meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the 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.

4.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member entitled to receive the same shall not invalidate the proceedings at any meeting. With the agreement of the members entitled to receive notice of some particular meeting as provided by current company law that meeting may be convened by such shorter notice and in such manner as these members may think fit.

5. **PROCEEDINGS AT GENERAL MEETING**

5.1 The ordinary business of an Annual General Meeting shall be to receive and consider the income and expenditure account and balance sheet, and any other documents required by law to be laid before the Club in general meeting including the reports of the General Committee and Auditors or Independent Accountants, to elect members of the General Committee in the place of those retiring, and to transact any other business which under these presents ought to be transacted at an Annual General Meeting. All other business to be transacted at an Annual General Meeting and all business to be transacted at an Extraordinary General Meeting shall be deemed special business.

5.2 Five members personally present shall be a quorum for a General Meeting. No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

5.3 If within fifteen minutes from the time appointed for a General Meeting a quorum is not present, the General Meeting if convened upon the requisition of members, shall be dissolved. In any other case the General Meeting 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 General
Committee may determine and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members present shall be a quorum.

5.4 The President shall be entitled to chair every General Meeting. If the President is not present or willing to chair, the members present shall choose one of their number to chair the meeting.

5.5 Every question submitted to a General Meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes, the Chairman shall have a casting vote in addition to the vote to which he may be entitled as a member.

5.6 At any General Meeting, a declaration by the Chairman that a resolution has been carried or lost, or carried or not carried, by a majority or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact.

5.7 The Chairman may, with the consent of the meeting, adjourn any General 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.

6. VOTES OF MEMBERS
Every Ordinary Member shall have one vote. Votes shall be given personally. No member shall be entitled to be present or to vote on any question at any General Meeting, or be reckoned in a quorum whilst any subscription or contribution due from him is unpaid.

7. MANAGEMENT

7.1 The affairs of the Club shall be managed by a General Committee of members consisting of a President, a Secretary (if appointed), a Treasurer (if appointed), the Rector of the School, and an Estate Convener and such other persons as may be elected by the Club in General Meeting. The General Committee shall be appointed by the Club in General Meeting.

7.2 The President shall be elected for, and hold office for, one year. The President shall be eligible to be re-appointed. The other members of the General Committee shall be elected for a period of four years and shall thereafter be eligible for re-election.
POWERS ETC., OF GENERAL COMMITTEE

8.1 The General Committee shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business and, until otherwise determined, three members of the General Committee shall be a quorum.

8.2 Questions arising at any meeting of the General Committee shall be decided by a majority of votes, and in case of equality of votes, the Chairman shall have a second or casting vote.

8.3 The President shall take the chair at all meetings of the General Committee. In absence of the President, those present may elect a Chairman of the meeting.

8.4 The General Committee shall delegate any of their powers to committees consisting of such members of their body or of the Club as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the General Committee. The General Committee and any committee authorised by the General Committee shall be entitled to invite non-members to attend committee meetings, subject to the proviso that such invitees shall not be entitled to vote.

8.5 Each of the branches or sections of the Club shall be managed by a committee of its own which shall issue rules for the regulation of the branch or section but these rules shall be valid only if and when and so long as approved by the General Committee.

8.6 A resolution in writing, signed by not less than three-fourths of the members of the General Committee shall be as valid and effectual as if it had been passed at a meeting of the General Committee duly called and constituted provided it shall have been submitted to each member of the General Committee at the time in Great Britain.

8.7 The General Committee shall cause minutes to be duly entered in books provided for the purpose:

(a) of all appointments of officers made by the General Committee and of their salary and remuneration;

(b) of the names of the members present at each meeting of the General Committee, and of any Sub-Committee;

(c) of all orders made by the General Committee and Sub-Committees; and

(d) of all resolutions and proceedings of General Meetings and of meetings of the General Committee and Sub-Committees, and any such minutes of any meetings
of the General Committee, or of any Sub-Committee or of the Club, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable in evidence without any further proof.

8.8 The General Committee, in addition to the powers conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Club, and are not hereby or by the statutes expressly directly or required to be exercised or done by the Club, in General Meeting. The General Committee shall be entitled to act notwithstanding any vacancies in their number and shall be bound to fill up such vacancies to such an extent as may be necessary to prevent their number falling below five.

8.9 Without prejudice to the general powers conferred by Article 8.8, it is hereby expressly declared that the General Committee shall be entrusted with the following powers, namely:

8.9.1 to appoint, and at their discretion, remove or suspend such officers, agents, clerks and servants for permanent, temporary or special services, as they may from time to time think fit, and to determine their duties and fix their salaries and emoluments, and to require security in such instances and to such amount as they may think fit;

8.9.2 to co-opt new members onto the General Committee as an additional member or to fill up a casual vacancy, subject to the confirmation of any such appointment by the Club at the next General Meeting. Anyone so appointed shall be entitled, at his discretion, to retire at the same time as the person whose place he has been appointed to fill would have retired;

8.9.3 to invest, or otherwise deal with, any of the monies of the Club not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investment;

8.9.4 to enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Club as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise, for the purposes of the Club.
9. **EXECUTION OF DEEDS**

Any deed or writing requiring shall be validly executed on behalf of the Club if it is subscribed on behalf of the Club by two members of the General Committee or by one member of the General Committee and the Secretary of the Club.

10. **ACCOUNTS**

10.1 The General Committee are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the Club and to enable them to ensure that the financial statements comply with current company law. The General Committee are responsible for preparing the annual report and financial statements in accordance with applicable United Kingdom law and United Kingdom Generally Accepted Accounting practice and laying them before the Club in General Meeting.

10.2 A copy of the financial statements prepared in accordance with Article 10.1 above shall, not less than twenty one days before the date of the meeting, be sent to all persons entitled to receive notices of General Meetings.

10.3 The Club shall have its financial statements audited only if required to do so by current company law, otherwise it shall procure a review by an Independent Accountant.

10.4 Auditors appointed shall have their duties regulated in accordance with the provisions of the current company law.

11. **NOTICES**

11.1 A Notice may be served by the Club upon any member resident in Great Britain either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address. Any notice served by post shall be deemed to have been served on the day after the day on which the letter containing the same was posted 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 Office. Members residing abroad shall not be entitled to receive notices unless they intimate to the Secretary an address in Great Britain to which notices shall be sent.

12. **WINDING UP**

12.1 The Club shall be wound up voluntarily whenever a special resolution is passed requiring the Club to be wound up.
13. DISTRIBUTION OF INCOME, GAINS AND ASSETS

13.1 Any surplus income or gains must be reinvested within the Club itself or passed on to another similar club or organisation. No surplus assets can be gratuitously distributed to members or third parties.

13.2 If and when the Club is wound up the surplus assets shall be dealt with in such a way and manner as may be determined by the Club. However the Club shall ensure that any surplus assets shall be passed on to the High School of Glasgow Educational Trust.