

THE COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES of ASSOCIATION

of



The Scottish Association of Sign Language Interpreters (SASLI)

SASLI is a registered Scottish Charity: SC0 17305 and a registered Company SC359723

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1. GENERAL

General structure

1.1. The structure of the Company consists of:-

- a) MEMBERS – who have the right to attend the Annual General Meeting (and any regional and/or extraordinary general meetings) and have important powers under the Articles of Association and the Companies Acts; in particular, the members elect people to serve as directors and take decisions in relation to changes to the articles themselves
- b) DIRECTORS – who hold regular meetings during the period between Annual General Meetings, and generally control and supervise the activities of the company; in particular, the directors are responsible for monitoring the financial position of the company. The Directors shall be known as the Board of Trustees.

2. MEMBERS

Membership

2.1 Members of SASLI and other such persons admitted in accordance with these Articles shall subscribe to the Memorandum of Association.

2.2 Membership of SASLI is in 3 categories:

Interpreter Members (Voting Members)

- a) Registered: open to all persons who have completed all training and assessments and meet the criteria for registration detailed in SASLI's Membership Policy
- b) Trainee: open to all persons who have successfully completed recognised training, as detailed in SASLI's Membership Policy, have been accepted as a Trainee Interpreter and intend to apply for admission to the Register
- c) Non-practicing: Interpreters who are overseas, taking a break from the profession or otherwise not working in the field in the 12 months prior to and/or following membership renewal and who wish to maintain links with the profession but who otherwise are eligible for full registered membership.

Affiliate members (Non-Voting Members)

- a) Student: Student interpreters who are enrolled in a recognised training course, in line with SASLI's Membership Policy.



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b) Supporter: Individuals who may or may not be interpreters, but who are not otherwise eligible for membership in the categories above, as well as organisations that wish to support SASLI'S work. Supporters will sign up to the SASLI standards and work with SASLI on evaluation, quality assurance and work placements in line with SASLI's Membership Policy.

- 2.3 Any Affiliate member who becomes a member of the Board of Trustees will have the same voting rights as any other Trustee at meetings of the Board. S/he will not have member voting rights at any general or regional meeting.
- 2.4 All membership applications shall be approved by the Board of Trustees.
- 2.5 All members shall pay an annual subscription set by the Board of Trustees.
- 2.6 Application for, and withdrawal from, membership will follow the guidelines laid out in SASLI's Membership Policy.
- 2.7 Employees of the Company shall be eligible for membership; a person who becomes an employee of the Company after admission to membership shall continue to be a member.

Application for Membership

- 2.8 Any person who wishes to become a member must sign, and lodge with SASLI, a written application for membership, including any membership application paperwork, as required by the Board of Trustees.
- 2.9 The application process shall be determined by the Trustees and they may, at their discretion, refuse to admit any person to membership.
- 2.10 The Trustees shall consider each application for membership at the first Trustees' meeting, which is held after completion of the application process; the Trustees shall, within a reasonable time after the meeting, notify the applicant, in writing, of their decision on the application.

Membership Subscription

- 2.11 Membership fees will be set annually by the Trustees.
- 2.12 Any member, who does not pay their fees within the timescale allowed, will automatically cease to be a member of SASLI.

Register of Members

- 2.13 The Trustees shall maintain a register of all members of SASLI, setting out the full name and address of each member, the date on which he/she was admitted to membership, and the date on which any person ceased to be a member.



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2.14 In particular, SASLI will maintain and update regularly, a register of Interpreter members.

Rights and Obligations of Members

2.15 All members must be given notice of and are entitled to attend general and regional meetings.

2.16 Only voting members are entitled to propose and speak on any motion in general or regional meetings.

2.17 Registered and Trainee Interpreter members may use the designations “Registered Member of SASLI” and “Trainee Member of SASLI”.

2.18 Members may not enjoy the rights and privileges of membership until they have paid their membership fees.

Withdrawal from membership

2.19 A member may at any time resign from the organisation by giving at least 7 clear days’ written notice to SASLI. Membership shall not be transferable and shall cease on death.

Any member who resigns will not be eligible for any refund of membership fees.

Expulsion from membership

2.20 Any person may be expelled from membership by a majority vote by the Board of Trustees, providing the following procedures have been observed:-

- a) At least 21 days’ notice of the intention to propose the expulsion must be given to the member concerned, specifying the grounds for the proposed expulsion
- b) The member concerned shall be entitled to be heard on the proposed expulsion at the meeting of the Board of Trustees at which the expulsion is proposed.

3. MEETINGS OF MEMBERS

General Meetings

3.1 The Trustees shall convene an Annual General Meeting in each year; the first Annual General Meeting shall be held not later than 18 months after the date of incorporation of the Company.

3.2 Not more than 15 months shall elapse between one Annual General Meeting and the next.



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- 3.3** The business of each Annual General Meeting shall include:-
- a) A report by the Chair on the activities of the Company;
 - b) Consideration of the annual accounts of the Company;
 - c) The election/re-election of Trustees, as referred to in Articles 4.1 to 4.5;
 - d) The election/re-election of the Company's auditors.
- 3.4** The Company's auditors shall be invited to attend the Annual General Meeting.
- 3.5** The Trustees may convene an extraordinary general meeting at any time.
- 3.6** The Trustees may convene regional meetings at any time.
- 3.7** The Trustees must convene an extraordinary general meeting if there is a valid requisition by members (under section 303 of the 2006 Act) or a requisition by a resigning auditor (under section 392A of the 1985 Act (so long as it is in force) or section 518 of the 2006 Act).
- 3.8** A general meeting may be called upon the written request of at least 10 voting members. Such a meeting must be convened within 6 weeks of receipt of the request.

Notice of general and regional meetings

- 3.9** At least 21 clear working days' notice (excluding weekends and public holidays) must be given of an annual general meeting, regional meetings or extraordinary general meetings.
- 3.10** The reference to "clear days" in Article 3.9 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice sent by electronic means, the day after it was sent) and also the day of the meeting, should be excluded.
- 3.11** A notice calling a meeting shall specify the time and place of the meeting; it shall
- (a) indicate the general nature of the business to be dealt with at the meeting and
 - (b) if a special resolution (see Article 3.15) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
- 3.12** A notice convening an Annual General Meeting shall specify that the meeting is to be an Annual General Meeting; any other general meeting shall be called an extraordinary general meeting or a regional meeting.
- 3.13** Notice of every meeting shall be given



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- a) in hard copy form; or
- b) in electronic form (where the individual to whom notice is given has notified the company of an address to be used for the purpose of electronic communication);
or
- c) by means of a website (subject to the company notifying members of the presence of the notice on the website, & complying with the other requirements of section 309 of the 2006 Act).

Special resolutions and ordinary resolutions

- 3.14** For the purposes of these articles, a “special resolution” means a resolution passed by 60% or more of the votes cast at an Annual General Meeting, regional meetings or extraordinary general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with Articles 3.9 to 3.13; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
- 3.15** In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Companies Acts allow the Company, by special resolution:-
- a) to alter its name;
 - b) to alter its Memorandum of Association with respect to the Company’s objects;
 - c) to alter any provision of these Articles or adopt new Articles of Association.
- 3.16** Special resolutions must be submitted to the Chair of the Board of Trustees, 6 weeks prior to the date of that meeting.
- 3.17** For the purposes of these articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at an annual general meeting, regional or extraordinary general meeting, providing proper notice of the meeting has been given in accordance with Articles 3.9 to 3.13.
- 3.18** In the case of votes cast at regional meetings, each member may only vote once and the resolution will be passed by a cumulative majority of all votes cast at the meetings, or a 75% majority in the case of a special resolution.



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Procedure at general and regional meetings

- 3.19** No business shall be dealt with at any general or regional meeting unless a quorum is present; the quorum for a general meeting shall be one quarter (1/4th) of the total membership entitled to vote (each person voting being an interpreter member or a proxy for a member)
- 3.20** The quorum for regional meetings shall be 2 persons entitled to vote (each person voting being a member or a proxy for a member).
- 3.21** If a quorum is not present within 15 minutes after the time at which a general or regional meeting was due to commence – or if, during any meeting, a quorum ceases to be present – the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
- 3.22** The Chair of the Company shall (if present and willing to act as chairperson) preside as chairperson of each general and regional meeting; the chair may nominate a member of staff or other member of the Board of Trustees to act as chairperson.
- 3.23** The chairperson of a general or regional meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
- 3.24** Interpreters who are paid to work at any SASLI meeting may not vote at that meeting. They may exercise their right to a proxy vote in accordance with Articles 3.25 to 3.30.

Voting

- 3.25** Every member shall have one vote, which (whether on a show of hands or on a secret ballot) may be given either personally or by proxy.
- 3.26** Any member who wishes to appoint a proxy to vote on his/her behalf at any meeting (or adjourned meeting):
- a) shall lodge with the Company, at the Company's registered office, a written instrument of proxy (in such form as the Trustees require), signed by him/her; or
 - b) shall send by electronic means to the Company, at such electronic address as may have been notified to the members by the Company for that purpose, an instrument of proxy (in such form as the Trustees require)

providing (in either case), the instrument of proxy is received by the Company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).



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- 3.27** An instrument of proxy which does not conform with the provisions of Article 3.26, or which is not lodged or sent in accordance with such provisions, shall be invalid.
- 3.28** A member is not entitled to appoint more than one proxy to attend on the same occasion.
- 3.29** A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed him/her to speak at the meeting and need not be a member of the company.
- 3.30** The instrument of proxy is valid only for the specified meeting, adjourned meeting or poll.

Ballots

- 3.31** The Board of Trustees may order a postal ballot on any question concerning the Company, other than a question, which, under the Act or these Articles, can only be determined by an extraordinary or special resolution.
- 3.32** A decision reached by postal ballot shall be deemed to have been passed by a simple majority of the returned ballot papers.
- 3.33** A decision reached by postal ballot shall have the same effect as an ordinary resolution passed at a general or regional meeting.
- 3.34** Appointments resulting from postal ballots are deemed to have been made at the beginning of the next Annual General Meeting following the postal ballot.
- 3.35** If there are an equal number of votes for and against any resolution, the chairperson of the meeting, or in the case of a postal ballot, the Chair of the Board of Trustees, shall be entitled to both a personal and a casting vote.
- 3.36** A resolution put to the vote at a general or regional meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least 2 persons present in person at the meeting and entitled to vote (whether as interpreter members or proxies for interpreter members)); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 3.37** If a secret ballot is demanded at a general meeting it shall be taken at the meeting.
- 3.38** All ballots will be conducted following SASLI's standard ballot procedures.
- 3.39** For general meetings, the result of the ballot shall be declared at the meeting at which the ballot was demanded.
- 3.40** For regional meetings, the result will be announced within 10 clear days after all 3



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regional meetings have taken place. Members will be informed by email or through the newsletter of the cumulative result.

4. TRUSTEES

Maximum number of Trustees:

- 4.1 The maximum number of Trustees shall be 11 and the minimum number shall be one.
- a) At least 2 of these positions must be occupied by Interpreter members of the Company.
 - b) At least 2 of these Trustees must be occupied by representatives from the Deaf Community and/or Deaf organisations.
 - c) The remaining 7 members may come from any sphere of professional life and need not, but may also be members of the Company.

Election, Retiral, Re–election

- 4.2 At each Annual General Meeting, the members may (subject to Article 4.1) elect any individual (providing s/he is willing to act) to be a Trustee.
- 4.3 The Trustees may at any time appoint any member (providing s/he is willing to act) to be a Trustee (subject to Article 4.1.).
- 4.4 The Board of Trustees may at any time appoint a new Trustee, subject to Article 4.1. This appointment will be ratified at the next following general meeting.
- 4.5 At each Annual General Meeting, the voting members may elect any member to be a member of the Board of Trustees, subject to Article 4.1.
- 4.6 At the Annual General Meeting one third (1/3rd) of the members of the Board of Trustees will retire, the members to retire will be those who have been longest in office.
- 4.7 Members of the Board of Trustees will serve a maximum term of 3 years. On the expiry of the 3–year period they may be re–elected for a further 3 years.

Termination of office

- 4.8 A Trustee shall automatically vacate office if:-
- a) s/he ceases to be a Trustee through the operation of any provision of the Companies Acts or becomes prohibited by law from being a Trustee;
 - b) s/he becomes debarred under any statutory provision from being a charity



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trustee;

- c) s/he becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than 6 months;
- d) s/he becomes an employee of the Company;
- e) Any ex-member of staff who subsequently becomes a member of SASLI may not become a Trustee until a period of 3 years has elapsed since the date of his/her resignation.
- f) s/he resigns office by notice to the Company;
- g) s/he is absent (without permission of the Trustees) from more than 3 consecutive meetings of the Trustees, and the Trustees resolve to remove him/her from office;
- h) s/he is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the 2006 Act.

Register of Trustees

- 4.9** The Trustees shall maintain a Register of Trustees, setting out full details of each Trustee, including the date on which s/he became a trustee, and also specifying the date on which any person ceased to hold office as a Trustee.

Office Bearers

- 4.10** The Trustees shall elect from among themselves a Chair and such other office bearers (if any) as they consider appropriate. The Chair of the Board of Trustees may or may not be an Interpreter member.
- 4.11** All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re–election.
- 4.12** A person elected to any office shall cease to hold that office if s/he ceases to be a Trustee, or if s/he resigns from that office by written notice to that effect.
- 4.13** Any office bearer may resign by giving written notice to the Board of Trustees.
- 4.14** The Board of Trustees may appoint interim office bearers who may hold the position until the following Annual General Meeting, when their appointment may be ratified by the members.

Powers of Trustees



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- 4.15** Subject to the provisions of the Act, the Memorandum of Association and these Articles, and subject to any directions given by special resolution, the Company and its assets and undertakings, shall be managed by the Trustees, who may exercise all the powers of the Company.
- 4.16** The Board of Trustees shall appoint and fix the remuneration of members of staff of the Company as it may from time to time determine.
- 4.17** The Board of Trustees shall have the power to co-opt up to a maximum of 2 people who may have particular expertise to assist in the administration of the company for a period to be determined by the Committee.
- 4.18** A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

Personal interests

- 4.19** A Trustee who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the Trustees; he/she will be debarred (in terms of Article 5.7) from voting on the question of whether or not the company should enter into that arrangement.
- 4.20** For the purposes of the preceding article, a Trustee shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which s/he is a partner **or** any limited company of which s/he is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of the Companies Acts), has a personal interest in that arrangement.
- 4.21** Provided
- a) s/he has declared his/her interest,
 - b) s/he has not voted on the question of whether or not the company should enter into the relevant arrangement and
 - c) the requirements of Article 4.23 are complied with,
- a Trustee will not be debarred from entering into an arrangement with the Company in which s/he has a personal interest (or is deemed to have a personal interest under Article 4.20) and may retain any personal benefit which s/he gains from his/her participation in that arrangement.
- 4.22** No Trustee may serve as an employee (full time or part time) of the Company, and no Trustee may be given any remuneration by the Company for carrying out his/her duties as a Trustee, other than reasonable out of pocket expenses.



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- 4.23** Where a Trustee provides services to the Company or might benefit from any remuneration paid to a connected party for such services, then
- a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
 - b) the Trustees must be satisfied that it would be in the interests of the company to enter into the arrangement (taking account of that maximum amount); and
 - c) less than half of the Trustees must be receiving remuneration from the Company (or benefit from remuneration of that nature).
- 4.24** The Trustees may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Trustees, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

5. TRUSTEES' MEETINGS

Procedure at Trustees' meetings

- 5.1** Any Trustee may call a meeting of the Board of Trustees or request the secretary to call a meeting of the Trustees.
- 5.2** Questions arising at a meeting of the Trustees shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote. For casting votes on financial matters, the chairperson is required to use his/her casting vote following the advice of the Treasurer.
- 5.3** No business shall be dealt with at a meeting of the Trustees unless a quorum is present; the quorum of meetings of the Trustees shall be at least 50% of the Trustees with a minimum of one Trustee present who is an Interpreter member.
- 5.4** If at any time the number of Trustees in office falls below the number fixed as the quorum, the remaining Trustee(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 5.5** Unless s/he is unwilling to do so, the Chair of the Company shall preside as chairperson at every Trustees' meeting at which s/he is present; if the Chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Trustees present shall elect from among themselves the person who will act as chairperson of the meeting.
- 5.6** The Trustees may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Trustees; for the avoidance of doubt, any such person who is invited to attend a Trustees' meeting



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shall not be entitled to vote.

- 5.7** A Trustee shall not vote at a Trustees' meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the Company; s/he must withdraw from the meeting while an item of that nature is being dealt with.
- 5.8** For the purposes of Article 5.7, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which s/he is a substantial shareholder or director, has a personal interest in that matter.
- 5.9** A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which s/he is not entitled to vote.
- 5.10** The Company may, by ordinary resolution, suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of Articles 5.7 to 5.9.

Conduct of Trustees

- 5.11** Each of the Trustees shall, in exercising his/her functions as a Trustee of the Company, act in the interests of the Company; and, in particular, must
- a) seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects (as set out in the Memorandum of Association)
 - b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person
 - c) in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party:-
 - i. put the interests of the Company before that of the other party, in taking decisions as a Trustee;
 - ii. where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other Trustees with regard to the matter in question.
 - d) ensure that the company complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

6. ADMINISTRATION

Delegation to sub-committees



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- 6.1** The Trustees may delegate any of their powers to any sub-committee consisting of one or more Trustees and such other persons (if any) as the Trustees may determine; they may also delegate to the company Director (CEO) or any other member of staff, such of their powers as they may consider appropriate.
- 6.2** Any delegation of powers under Article 6.1 may be made subject to such conditions as the Trustees may impose and may be revoked or altered.
- 6.3** The rules of procedure for any sub-committee shall be as prescribed by the Trustees.

Operation of bank accounts

- 6.4** The signatures of 2 out of the 3 signatories appointed by the Trustees shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the company; at least one out of the 2 signatures must be the signature of a Trustee.
- a) All monies raised by or on behalf of the company shall be applied to further the objectives of SASLI and for no other purpose.
- b) The directors will appoint 3 signatories, at least one of whom will be a member of the Board of Trustees.
- c) The signatures of 2 out of the 3 signatories are required for all operations, except for lodging funds, on the bank accounts held by the company.

Secretary

- 6.5** The Trustees may (notwithstanding the provisions of the 2006 Act) appoint a company secretary, and on the basis that the term of appointment, the remuneration (if any) payable to the company secretary, and the such conditions of appointment shall be as determined by the Trustees; the company secretary may be removed by them at any time.

Minutes

- 6.6** The Trustees shall ensure that minutes are made of all proceedings at general meetings, regional meetings, Trustees' meetings and meetings of committees; a minute of any meeting shall include the names of those present, be dated and (as far as possible) shall be signed by the chairperson of the meeting.
- 6.7** A record of original, dated and signed minutes will be kept by the office.
- 6.8** Minutes of general and regional meetings will be circulated to all members of the company and the Board of Trustees.



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Accounting records and annual accounts

- 6.9** The Trustees shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
- 6.10** The financial year shall be April 1st to March 31st.
- 6.11** The Trustees shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that such accounts are independently examined or audited by a qualified accountant/auditor.
- a) Independently examined (when possible) accounts will be made available to all members of the company 14 days in advance of the Annual General Meeting.
 - b) The accounts shall be independently examined at least once a year by a qualified accountant, who shall be appointed at the Annual General Meeting.
 - c) The Board may decide to have the annual accounts audited should they think fit.

7. MISCELLANEOUS

Communication

- 7.1** The language used at any meeting of the company may be British Sign Language (BSL) and/or English, to be determined by the chairperson of each meeting.
- 7.2** When required, the Company will ensure the provision of BSL/English Interpreters and/or communication support from other Language Service Professionals (LSPs) for any meeting where Deaf Members, Deaf Trustees or Deaf guests are present.

Notices

- 7.3** Any notice which requires to be given to a member under these articles shall be given either in writing or by electronic means; such a notice may be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to the company or (in the case of a member who has notified the company of an address to be used for the purpose of electronic communications) may be given to the member by electronic means.
- 7.4** Any notice, if sent by post, shall be deemed to have been given at the expiry of 48 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.



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- 7.5** Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

Winding-up

- 7.6** If the company is wound up, the liquidator shall give effect to the provisions of Clause 7 of the Memorandum of Association.
- a) Any proposal to dissolve the company must be circulated in writing to all members for their consideration at least 21 days before the meeting at which such proposal is to be discussed. A decision to dissolve the company will require a two-thirds (2/3rd) majority of those present (including proxy votes) and entitled to vote.
 - b) In the event of the dissolution of the Company, all its assets and documents are to be transferred to and become the property of another competent charitable organisation concerned with Deaf people to be determined by the Board of Trustees.

No part of the income or property of the Company will be paid or transferred to the members, either in the course of the SASLI's existence or on dissolution.

Indemnity

- 7.7** Every Trustee or other officer or auditor of the company shall be indemnified (to the extent permitted by section 310 of the 1985 Act (for so long as it is in force) and sections 232, 234, 235, 532 and 533 of the 2006 Act) out of the assets of the company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Companies Acts), any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted **or** any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of the Company.
- 7.8** The Company shall be entitled to purchase and maintain for any Trustee insurance against any loss or liability which any Trustee or other officer of the Company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the 2006 Act (negligence etc. of a director).

Interpretation



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7.9 In these Articles,

- a) “the 1985 Act” means the Companies Act 1985;
- b) “the 2006 Act” means the Companies Act 2006;
- c) any reference in these articles to a statutory provision shall be taken to include any statutory modification or re-enactment of that provision which is in force at the time;
- d) “the Company” refers to SASLI, The Scottish Association of Sign Language Interpreters;
- e) “the office” refers to the registered address of the Company.
- f) “the Board of Trustees” refers to the Board of Directors.

7.10 Reference in these articles to the singular shall be deemed to include the plural.

SIGNATORIES

Name and Address of
Subscribers

Signature

Date

1. _____
2. _____
3. _____

Witness to the above signatures:-

Name

Signature

Date
