

Registered Charity No

SC042505

The Companies Act 2006

Company Limited by Guarantee and not having a share capital

MEMORANDUM & ARTICLES OF ASSOCIATION

OF

SMART PLAY NETWORK




Incorporated 9th June 2011

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION

-of-

SMART PLAY NETWORK (THE "COMPANY")

The subscribers to this memorandum of association, wish to form a company under the Companies Act 2006 and agree to become members of the Company.

Name of subscriber	Authentication by the subscribers
Christine Leadbeater	
Kaye Hynd	
Margaret Taylor	

Dated the **31** day of **May** 2011

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING

A SHARE CAPITAL

ARTICLES OF ASSOCIATION

-of-

SMART PLAY NETWORK

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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING

A SHARE CAPITAL

ARTICLES OF ASSOCIATION

-of-

SMART PLAY NETWORK

NAME

- 1 THE name of the company is Smart Play Network.

INTERPRETATION

- 2 IN these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite them respectively in the second column thereof, if not inconsistent with the subject or context.

WORDS	MEANINGS
The Act	The Companies Act 2006.
Affiliated Group	A group, organisation, institution, society or body (whether Incorporated or not) to which affiliation has been granted pursuant to Article 8.
These Articles	These Articles of Association and the regulations of Smart Play Network from time to time in force.
The Board of Trustees	The Board of Trustees for the time being of Smart Play Network.
Chair	A person selected to act in accordance with Article 52 of these Articles.
Charities Act	The Charities and Trustee Investment (Scotland) Act 2005.
charitable and charitable purpose	A charitable purpose under section 7 of the Charities Act which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.
charity	A body which is either a "Scottish charity" within the meaning of section 13 of the Charities Act or a "charity" within the meaning of section 1 of the Charities Act 2006, providing (in either case) that its objects are limited to charitable purposes.
Electronic Form	Has the meaning given in Section 1168 of the Companies Act 2006.
Electronic Means	Any means of electronic equipment for processing, storage and transmission of data as defined in Section

	1186 of the Act.
Member	A person selected to act in accordance with Article 9 of these Articles.
The Office	The Registered Office for the time being of Smart Play Network.
Smart Play Network	The above-named company.
property	Any property, heritable or moveable, real or personal, wherever situated.
The Secretary	Any person appointed to perform the duties of Secretary to Smart Play Network.
Trustee	A person selected to act in accordance with s 40 to 42 of these Articles.

AND unless the contrary intention appears:-

- expressions referring to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- words importing the singular number only shall include the plural number and vice versa;
- words importing the masculine gender only shall include the feminine gender;
- words importing persons shall include affiliated groups; and
- subject as aforesaid, any words or expressions defined in the Act shall, if not consistent with the subject or context, bear the same meaning in these Articles.

3 LIMITED LIABILITY

3.1 THE liability of the Members is limited.

3.2 EVERY Member of Smart Play Network undertakes to contribute to the assets of Smart Play Network, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of Smart Play Network contracted before he 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 £1.

4 OBJECTS

This Article shall be interpreted as if it incorporated an over-riding qualification limiting the powers of Smart Play Network such that any activity which would otherwise be permitted by the terms of the Article may be carried on only if that activity furthers a purpose which is regarded as charitable. Subject to that overriding qualification Smart Play Network principal object is to establish, support and to aid in the establishment and support of play and other services including but not limited to toy libraries, free play services and services providing resources for play for the purpose of:-

- (a) providing the best available play opportunities, toys and resources that reflect the cultural diversity of services users and that challenge gender, ethnic and disabled stereotypes;
- (b) promoting the value and benefits of play in assisting the all round development, well being and health of children from birth, including disabled children and young people, those with additional support needs and those living in disadvantaged circumstances;
- (c) promoting the social integration of disabled children and young people, those with additional support needs and those living in disadvantaged circumstances; and
- (d) supporting parents, carers and other agencies in giving children the best start in life.

all with a view to the prevention and relief of poverty, the advancement of education and the advancement of citizenship and community development.

5 POWERS

For the purpose of Smart Play Network' objects (but not otherwise) the Smart Play Network has the following powers:-

- 5.1 TO promote and establish understanding, liaison and co-operation:-
 - 5.1.1 between individual play services;
 - 5.1.2 between play services and:-
 - (a) professionals, organisations and agencies working in the children and young people's sector and in the field of disability and additional support needs;
 - (b) manufacturers and designers of toys and equipment; and
 - (c) any other agency providing resources for play including scrap resources and loose parts.
- 5.2 TO receive subscriptions, property, contributions and gifts and devises and bequests and to solicit and invite the provision of funds for all or any of the objects of Smart Play Network.
- 5.3 TO print, publish and distribute or procure to be printed, published or distributed (whether gratuitously or not) any newspaper, newsletter, periodical, magazine, book, pamphlet, circular, leaflet or any other document conducive to the objects of Smart Play Network or any of them.
- 5.4 TO hold, sponsor, arrange or organise meetings, conferences, lectures and talks in furtherance of the objects of Smart Play Network and to permit any part or parts of the property belonging to Smart Play Network to be used for such purposes, with or without payment.
- 5.5 TO subscribe to, become a member of, or amalgamate, or co-operate with any other charitable organisations, institutions, societies or bodies not formed or established for purposes of profit (whether incorporated or not and wheresoever established or operating) whose objects are wholly or partly similar to the objects of Smart Play Network; and to acquire by purchase or otherwise on such terms as may be thought fit all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by Smart Play Network of any such organisations, institutions, societies or bodies with which Smart Play Network is authorised to amalgamate.

- 5.6 TO undertake and execute any charitable trusts which may lawfully be undertaken by Smart Play Network and may be conducive to the promotion of its objects.
- 5.7 TO purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights or privileges which Smart Play Network may think conducive to the promotion of its objects, and to construct, maintain and alter any buildings or erections required for the work of Smart Play Network.
- 5.8 TO sell, let, mortgage, dispose of or turn to account all or any of the property or assets of Smart Play Network as may be thought expedient with a view to the promotion of its objects.
- 5.9 TO borrow or raise money for the purposes of Smart Play Network on such terms and on such security as may be thought fit.
- 5.10 TO invest the monies of Smart Play Network not immediately required for its purposes in or upon such investments, security or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- 5.11 TO mortgage, lease and accept surrenders of leases of and manage all heritable property not required to be or capable of being occupied for the purposes of Smart Play Network and generally to manage, invest and expend all monies of or belonging to Smart Play Network.
- 5.12 TO establish, maintain and contribute to any pension or superannuation fund for the benefit to employees from the funds of Smart Play Network and to pay or subscribe to funds or schemes, whether established by Smart Play Network or not, for the provision of pension and retirement benefits to or for officers and former officers, servants and former servants of Smart Play Network, their widows, children and dependants.
- 5.13 TO do all or any of the things herein before authorised either alone or in conjunction or association with any other organisations, institutions, societies or bodies with which Smart Play Network is authorised to amalgamate.
- 5.14 TO issue cheques and other financial instruments, and to operate bank and other accounts in the name of Smart Play Network.
- 5.15 TO carry on trade in so far as either the trade is exercised in the course of the actual carrying out of the primary object of Smart Play Network or such trade is temporary and ancillary to the carrying out of the said objects and to promote any company or other entities to carry on the activities of Smart Play Network that might be in the nature of a trade and to transfer any of the trades or operations of Smart Play Network to any such company or other entity.
- 5.16 TO subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debenture stock of any other company.
- 5.17 TO make any charitable donation either in cash or assets for the furtherance of the objects of Smart Play Network.
- 5.18 TO lend money and give credit, to take security for such loans or credit from and to guarantee and give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of Smart Play Network.

- 5.19 TO purchase and maintain insurances against all or any losses, damages, risks and liabilities which may affect Play Matter or its activities in any way (including trustee indemnity insurance).
- 5.20 TO employ and pay such staff (who shall not be Members of the Board of Trustees) to supervise, organise, carry on the work of and advise Smart Play Network.
- 5.21 TO recruit volunteers to carry on the work of Smart Play Network.
- 5.22 TO pay out of the funds of Smart Play Network the costs, charges and expenses of and incidental to the formation and registration of Smart Play Network.
- 5.23 TO establish where necessary local branches (whether autonomous or not).
- 5.24 TO do all such other things as are necessary for the attainment of the above objects or any of them.

6 APPLICATION OF INCOME AND PROPERTY

- 6.1 THE income and property of Smart Play Network, whencesoever derived shall be applied solely towards the promotion of its objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of Smart Play Network.
- 6.2 NO benefit (whether in money or in kind) shall be given by Smart Play Network to any Trustee except (i) repayment of out of pocket expenses or (ii) reasonable payment in return for particular services actually rendered to Smart Play Network (not being of the nature of Trustee's duties or management of Smart Play Network). The prohibition of such payments shall not apply to any payment made in the circumstances permitted by section 67 of the Charities Act.

MEMBERS

- 7 THE number of Members with which Smart Play Network proposes to be registered is unlimited.
- 8 THE Board of Trustees may grant and withdraw affiliation to such groups, organisations, institutions, societies or bodies (whether incorporated or not) having objects similar to all or any of the objects of Smart Play Network on such terms as it shall in its absolute discretion think fit. An Affiliated Group shall be eligible for admission as a Member as provided in Article 9.
- 9 THE Members of Smart Play Network shall be:
 - (a) the subscribers to the Memorandum of Association;
 - (b) such persons or organisations who, having made written application for membership (which shall be deemed to be a consent to accept membership) are duly elected Members by the Board of Trustees and duly pay the admission fee (if any) and subscription hereinafter prescribed; and
 - (c) such persons as the Board of Trustees with the written consent of the person concerned shall elect to be an Honorary Member.

PROVIDED THAT no person who is a paid employee (whether full or part time) of Smart Play Network or who is in receipt of fees or other form of remuneration from Smart Play Network or any Affiliated Group shall be eligible to be a Member of Smart Play Network unless by unanimous resolution of the Board of Trustees it is determined that this proviso shall not apply in respect of a particular applicant for membership.

- 10 APPLICATIONS for membership shall be in such form as the Board of Trustees may from time to time prescribe and any application for membership shall be approved or rejected by the Board of Trustees which shall not be bound or required to state the ground or reason for any such decision which shall be final and conclusive.
- 11 SMART PLAY NETWORK shall keep a Register of Members in accordance with Section 113 of the Act.
- 12 ANY organisation or body applying for membership shall nominate in writing a person to act as its representative in applying for membership, in exercising the rights of nomination and nominating a new representative. Such nominations may also provide for an alternative nominee to represent the organisation when the primary nominee is not available. For as long as the organisation is a Member, such nomination shall continue until Smart Play Network receives notification from the organisation of changes.
- 13 A person shall cease to be a Member in the following circumstances:-
- (a) the Member ceases to exist;
 - (b) the death of the Member;
 - (c) a Member may at any time resign his membership of Smart Play Network by written notice to the Board of Trustees delivered to the Office;
 - (d) if a Member's subscription is unpaid six months after its becoming due the Board of Trustees may by resolution determine that such Member shall forthwith cease to be a Member but he shall be eligible for re-admission upon payment of all arrears of subscriptions and any other monies due from him to Smart Play Network whilst a Member and of any amount of the subscription that would have been due from him had he continued a Member up to the date of his re-admission; or
 - (e) the Board of Trustees may at any time by resolution passed by not less than three-fourths of the Trustees present at a meeting of the Board of Trustees called to consider the case determine that any Member the continuance of whose membership will in their opinion be prejudicial to the interests of Smart Play Network shall cease to be a Member. If the Board of Trustees shall so determine such Member shall thereupon cease to be a Member and the Secretary shall notify him in writing to this effect and he shall not be eligible for re-admission as a Member unless otherwise determined by resolution of the Board of Trustees passed by not less than three-fourths of the Trustees of the Board of Trustees present at the meeting called to consider the case,

PROVIDED that no resolution passed by the Board of Trustees at any such meeting under the provisions of this Article shall have any validity or effect unless the Member concerned shall have been given not less than 14 days' notice of and the right to attend the meeting and to be heard thereat together with not more than one companion and any person so ceasing to be a Member shall nevertheless remain liable for his subscription for the current year and for any arrears of subscription and any other monies due from him to Smart Play Network and shall in no event be entitled to the return of his subscription or admission fee (if any) or any part thereof.

ADMISSION FEE AND SUBSCRIPTION

- 14 THE admission fee (if any) and the annual subscription for Members shall be such sums payable in such manner as the Trustees shall from time to time determine (always acting reasonably in the best interests of Smart Play Network). In December of each year, the Trustees shall set the annual subscription fee for the period running from 1 February in the following year to 31 January.

PROVIDED ALWAYS that:-

- (i) Honorary Members shall not be required to pay any admission fee or annual subscription;
- (ii) The Trustees may in like manner determine that the admission fee (if any) and annual subscription shall be of varying amounts as between classes of Members on such basis as may be thought fit, and for such purpose may determine to divide the Members into such classes as may be thought appropriate and may generally make such provision regarding the admission fee (if any) and annual subscription as may be thought fit; and
- (iii) the Board of Trustees shall have power to waive on behalf of Smart Play Network payment of any part of the annual subscription in respect of any period of membership less than one year and generally as the Board of Trustees shall think fit.

GENERAL MEETINGS

- 15 SMART PLAY NETWORK may (but shall not be obliged to) hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board of Trustees, and shall specify the meeting as such in the notices calling it.
- 16 ALL Meetings, other than Annual General Meetings, shall be called General Meetings.
- 17 THE Board of Trustees may whenever it thinks fit convene a General Meeting, and General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 303 of the Act.
- 18 FOURTEEN days' notice in writing at the least of every Annual General Meeting and of every general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of meeting, and the general nature of that business, (or 28 days' in the case of a resolution for which special notice is required) shall be given in manner hereinafter mentioned to such persons (including the auditors, if appointed) as are under these presents or under the Act entitled to receive such notices from Smart Play Network, but with the consent of all the Members having the 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 may think fit.
- 19
 - 19.1 THE accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding taken, at any meeting.
 - 19.2 Notice of every general meeting shall be given in writing either personally or by post addressed to a Member at his registered office or in electronic form using electronic means to an address for the time being notified to Smart Play Network by the Member and shall be given to:
 - 19.2.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to Smart Play Network an address within the United Kingdom for giving of notices to them;
 - 19.2.2 the reporting accountant or auditor (as appropriate in accordance with the Act) for the time being of Smart Play Network; and
 - 19.2.3 each Trustee.

- 19.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic form of communication was sent by a record (in whatever form) of the total number of recipients emailed and of each recipient to whom the message was sent shall be conclusive evidence that notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or in the case of a notice contained in an electronic form of communication, at the expiration of 24 hours after the time it was sent. In the event that the Secretary is alerted that an electronic form of communication was unsuccessfully delivered to its recipient (and subsequent attempts to remedy the situation are unsuccessful), the Secretary shall send a hard copy of the notice by mail to the recipient's last known postal address.
- 19.4 A Member either present in person or by proxy at any general meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

PROCEEDINGS AT GENERAL MEETINGS

- 20 NO business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided twelve voting Members of Smart Play Network present in person shall be a quorum.
- 21 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 at such other place as the Board of Trustees may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
- 22 THE Chair (if any) of the Board of Trustees shall preside as Chair at every General Meeting, but if there be no such Chair or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some member of the Board of Trustees, or if no such member be present or if all the Members of the Board of Trustees present decline to take the chair, they shall choose some Member of Smart Play Network who shall be present to preside.
- 23 THE Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for fourteen 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.
- 24 AT any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chair or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be 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 that effect in the minute book of Smart Play Network shall be conclusive evidence of the fact without proof of number or proportion of the votes recorded in favour or against that resolution. The demand for a poll may be withdrawn. Ordinary Resolutions must be carried by a majority of two thirds of the voting Members present.
- 25 SUBJECT to the provisions of Article 26, if a poll be demanded in manner aforesaid it shall be taken at such time and place, and in such manner, as the Chair of the meeting shall direct,

and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 26 NO poll shall be demanded on the election of a Chair of a meeting, or on any question of adjournment.
- 27 THE demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 28 ANY reference in these Articles to a matter being approved at a General Meeting shall not be deemed to require Smart Play Network to hold a general meeting and any such matter may be approved annually by the members of Smart Play Network by written resolution or any other means of decision making by members generally permitted by these Articles and the Act and, subject to the foregoing, the Trustees shall determine the date or dates and the means by which the relevant approval is sought.

VOTES OF MEMBERS

- 29 ON every resolution, whether on a show of hands or on a poll, every Member (present in person or by proxy) shall have one vote.
- 30 SAVE as herein expressly provided, no Member other than a Member duly registered, who shall have paid every admission fee, subscription and other sum (if any) which shall be due and payable to Smart Play Network in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting.
- 31 VOTES may be given on a poll either personally or by proxy. If a proxy attends in person to represent a Member they may vote on either a hand or (poll) written vote. A proxy must be a Member of Smart Play Network.
- 32 THE instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if such appointer is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
- 33 THE instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution. Where Smart Play Network has given an electronic address in a proxy form sent out to its Members for completion, any document or information relating to proxies for that meeting may be sent to that address by Electronic Means. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 34 ANY instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

"SMART PLAY NETWORK

I, _____ of _____
being a Member of Smart Play Network, hereby

appoint

of

and failing him

of

to vote for me and on my behalf at the General Meeting of Smart Play Network to be held on the day of and at every adjournment thereof.

Signed this day of 20 ."

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

- 35 ANY Affiliated Group which is a Member of Smart Play Network may by resolution of its directors or under the hand of one of its officers authorise such person as it thinks fit to act as its representative at any meeting of Smart Play Network or of any class of Members of Smart Play Network, and the person so authorised shall be entitled to exercise the same powers on behalf of the Affiliated Group which he represents as that Affiliated Group could exercise if it were an individual Member of Smart Play Network.

THE BOARD OF TRUSTEES

- 36 THE number of Trustees shall be not less than three nor more than ten and the first Trustees shall be the subscribers to the Memorandum of Association.
- 37 DURING the month of September 2014 and on every third anniversary thereafter (the "Appointment Date"), Up to five Trustees shall be elected (or re-elected as the case may be) by ballot and up to five Members of the Board of Trustees may be appointed by Board of Trustees pursuant to Article 41.
- 38 THE procedure for the conduct of the ballots and all arrangements in connection therewith shall be regulated by the Board of Trustees (but for the avoidance of doubt may be conducted by post or using electronic means). Voting forms for the ballots will be circulated by the Secretary. The Board of Trustees is also empowered to seek nominations and to conduct ballots to fill any casual vacancies which occur due to elected Trustees retiring or otherwise being unable to continue as a Trustee.
- 39 CANDIDATES for membership of the Board of Trustees shall be nominated from amongst the Members of Smart Play Network and such nominations shall be sent on an appropriate form to be circulated by the Secretary to the Members not less than six weeks prior to the Appointment Date. The nomination forms, duly completed, must be received by the Secretary not less than three weeks prior to the Appointment Date. No Member shall be nominated without his consent in writing.
- 40 BALLOTS which have been completed and returned in accordance with the provisions of these Articles and the procedures as set out by the Board of Trustees pursuant to Article 38, shall be counted on the Appointment Date. The nominees with the highest number of votes cast in their favour shall be appointed as Trustees (subject to the maximum number of Trustees being appointed or re-appointed under this method being seven).
- 41 SUBJECT to Article 38, the Board of Trustees may from time to time appoint any Member as a Trustee, either to fill a casual vacancy or as an addition to the Board of Trustees, provided that the prescribed maximum is not exceeded. Any person so elected should be elected on the basis that they have a specialist skill or specialist knowledge that will assist them in fulfilling their duty as a Trustee.

- 42 NO person who is not a Member of Smart Play Network or a representative of an organisation being a Member of Smart Play Network shall in any circumstances be eligible to hold office as a Trustee.

ROTATION OF MEMBERS OF THE BOARD OF TRUSTEES

- 43 FOLLOWING their initial appointment each Trustee shall serve for the period until the next Appointment Date, and shall then retire from office but shall be eligible for re-election.
- 44 MEMBERS elected to the Board of Trustees may serve a maximum of two consecutive terms but must then stand down for a minimum of one year before being re-elected.

DISQUALIFICATION OF MEMBERS OF THE BOARD OF TRUSTEES

- 45 THE office of a Member of the Board of Trustees shall be vacated:
- (a) if a receiving order is made against him or he makes any arrangement or composition with his creditors;
 - (b) if 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;
 - (c) if he (or the organisation which he represents) ceases to be a Member of Smart Play Network;
 - (d) if by notice in writing to Smart Play Network he resigns office;
 - (e) if he ceases to hold office by reason of disqualification by order of the court under the Act or becomes prohibited by law from being a director;
 - (f) if he is removed from office by a resolution duly passed pursuant to Section 168 of the Act;
 - (g) if he is convicted of an indictable offence;
 - (h) if he is, or becomes, unsuitable to work with children as set out in the Protection of Vulnerable Groups (Scotland) Act 2007;
 - (i) if he is absent from three consecutive meetings having not made his apologies and it is decided by a majority vote of the Board of Trustees that his office should be vacated; or
 - (j) if he is required to resign by notice in writing signed by a majority of the other Trustees in the circumstances contemplated by sub-section 66(5) of the Charities Act.

POWERS OF THE BOARD OF TRUSTEES

- 46 THE business of Smart Play Network shall be managed by the Board of Trustees who may pay all such expenses of, and preliminary to, the promotion, formation, establishment and registration of Smart Play Network as they think fit, and may exercise all such powers of Smart Play Network, and do on behalf of Smart Play Network all such acts as may be exercised and done by Smart Play Network, and as are not by statute or by these presents required to be exercised or done by Smart Play Network in General Meeting, subject nevertheless to any provision of these Articles, to the provisions of the statutes for the time

being in force and affecting Smart Play Network, and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by Smart Play Network in General Meeting, but no regulation made by Smart Play Network in General Meeting shall invalidate any prior act of the Board of Trustees which would have been valid if such regulation had not been made.

- 47 THE Trustees may act notwithstanding any vacancy in their body, provided always that in case the Trustees shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board of Trustees for the purpose of admitting persons to membership of Smart Play Network, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.
- 48 Each of the Trustees shall, in exercising his/her functions as a trustee of Smart Play Network, act in the interests of Smart Play Network; and, in particular, must:-
- 48.1 seek, in good faith, to ensure that Smart Play Network acts in a manner which is in accordance with its objects;
- 48.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
- 48.3 in circumstances giving rise to the possibility of a conflict of interest between Smart Play Network and any other party:-
- 48.3.1 put the interests of Smart Play Network before that of the other party, in taking decisions as a trustee;
- 48.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to Smart Play Network in accordance with section 182 of the Act and refrain from participating in any discussions or decisions involving the other Trustees with regard to the matter in question; and
- 48.4 ensure that Smart Play Network complies with any direction, requirement, notice or duty imposed on it by the Charities Act.

BORROWING POWERS

- 49 WITHOUT prejudice to their general powers the Board of Trustees may exercise all the powers of Smart Play Network to borrow money and to mortgage and charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt liability or other obligation of Smart Play Network or of any third party or Affiliated Group

PROCEEDINGS OF THE BOARD OF TRUSTEES

- 50 THE Board of Trustees may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chair shall have a second or casting vote.
- 51 THREE Trustees may and on the request of three Trustees the Secretary shall, at any time summon a meeting of the Board of Trustees by at least seven days' notice served upon the several Trustees. A Trustee who is absent from the United Kingdom shall only be entitled to notice of a meeting at his address in the United Kingdom.
- 52 THE Board of Trustees shall from time to time and from among its number elect a Chair and the Chair shall be entitled to preside at all meetings of the Board of Trustees at which he shall

be present and the Board of Trustees may determine for what period they are to hold office. But if no such Chair be elected, or if at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the members of the Board of Trustees present shall choose one of their number to be Chair of the meeting.

- 53 THE Board of Trustees shall from time to time appoint from among the membership an Honorary Treasurer who will serve as a Trustee, the appointment to be terminated only by the Board of Trustees and whose duties shall be determined by the Board of Trustees.
- 54 A properly convened meeting of the Board of Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of Smart Play Network for the time being vested in the Board of Trustees generally.
- 55 THE Board of Trustees may delegate any of its powers to committees or groups consisting of such Member or Trustees as it thinks fit, and any such committee shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board of Trustees. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of Trustees so far as applicable and so far as the same shall from time to time not be superseded by any regulations made by the Board of Trustees. The Chair of the Board of Trustees shall be an ex-officio member of all such committees and groups.
- 56 ALL acts bona fide done by any meeting of the Board of Trustees or of any committee of the Board of Trustees, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.
- 57 THE Board of Trustees shall cause proper minutes to be made of all appointments of officers made by the Board of Trustees and of the proceedings of all meetings of Smart Play Network and of the Board of Trustees and of committees of the Board of Trustees, and all business transacted at such meeting, and any such minutes of any meeting, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts therein stated.
- 58 A resolution in writing signed by all the Trustees or of any committee of the Board of Trustees who are entitled to receive notice of a meeting of the Board of Trustees or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board of Trustees or of such committee duly convened and constituted.

ADVISORY PANELS

- 59 THE Board of Trustees may make provision for the establishment and constitution of Advisory Panels consisting of such persons (whether or not Members of Smart Play Network or Members of the Board of Trustees) as it may think fit whose functions shall be determined by the Board of Trustees provided that no powers of the Board of Trustees or any committee thereof shall be delegated to or exercisable by such Advisory Panels.

PATRONS, PRESIDENT AND VICE-PRESIDENTS

- 60 Smart Play Network may from time to time in General Meeting appoint such persons as it may think fit (whether or not Members of Smart Play Network) as Patrons, President or Vice-Presidents of Smart Play Network whose function shall be determined by the Board of Trustees. The President and Vice-Presidents shall be entitled to attend and speak at meetings of the Board of Trustees but not to vote thereat and shall not be deemed to be Trustees. The Board of Trustees may from time to time appoint any person (whether or not a Member of Smart Play Network) as Patron, President or Vice-President to fill a casual vacancy; any person so appointed by the Board of Trustees shall hold office until the next Annual General Meeting but shall then be eligible for reappointment.

CHIEF EXECUTIVE OFFICER

- 61 THE chief executive officer shall be appointed by the Board of Trustees for such term and at such remuneration and upon such conditions as it may think fit and may be removed by it. The Board of Trustees may by resolution appoint an assistant or deputy director to undertake such duties and at such remuneration as the Board of Trustees may from time to time determine.

SECRETARY

- 62 If Smart Play Network so decides the Secretary shall be appointed by the Board of Trustees for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by it. The Board of Trustees may from time to time by resolution appoint an assistant or deputy secretary and any person so appointed may act in place of the Secretary if there be no Secretary capable of acting.

ACCOUNTS

- 63 THE Board of Trustees shall cause accounting records to be kept in accordance with Section 386 of the Act and in accordance with the Charities Act.
- 64 THE accounting records shall be kept at the Office or, at such other place or places as the Board of Trustees shall think fit, and shall always be open to inspection of the Members of the Board of Trustees.
- 65 THE Board of Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of Smart Play Network or any of them shall be open to the inspection of Members not being Trustees, and no Member (not being a Trustee) shall have any right of inspecting any account or book or document of Smart Play Network except as conferred by statute or authorised by the Board of Trustees or by Smart Play Network in General Meeting.

AUDIT

- 66 ONCE at least in every year accounts of Smart Play Network shall be examined and the correctness of the Income and Expenditure Account and Balance Sheet ascertained by an independent examiner or a qualified auditor (as may be required by statute).
- 67 WHERE an auditor is appointed and their duties shall be regulated in accordance with Section 498 of the Act, and the Trustees shall be treated as the directors mentioned in that Section.

SEAL

- 68 SMART PLAY NETWORK shall not be obliged to have a seal.

NOTICES

- 69 A notice may be served by Smart Play Network upon any Member, either personal or by sending it through the post in a prepaid letter, addressed to such Member at his principal or registered address as appearing in the register of Members or in Electronic Form using Electronic Means to an address for the time being notified to Smart Play Network by the Member. A notice may be served by any Member upon Smart Play Network either by leaving it at the Office or by sending it through the post in a prepaid letter addressed to Smart Play Network at the Office.
- 70 ANY Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give Smart Play Network an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served

upon him at such address, but, save as aforesaid and as provided by the Act, only those Members who are described in the register of Members by an address within the United Kingdom or who have provided an electronic address in accordance with Article 69 shall be entitled to receive notices from Smart Play Network.

- 71 THE provisions of Article 19.3 shall apply to any notices sent pursuant to Articles 69 and 70.

DISSOLUTION

- 72 IF upon the winding up or dissolution of Smart Play Network 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 Smart Play Network, but shall be given or transferred to some other charitable institution or charitable institutions (whether incorporated or unincorporated) having objects similar to the objects of Smart Play Network, 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 Smart Play Network under or by virtue of Article 6 hereof, such institution or institutions to be determined by the Members of Smart Play Network at or before the time of dissolution, and if and so far an effect cannot be given to such provision, then to some other charitable object. Nothing in this constitution shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities Act.

- 73 Any body to which property is transferred under Article 72 shall (subject always to the terms of any agreement between Smart Play Network and any other charitable body or bodies of the type referred to in Article 72 in terms of which the Company has agreed to transfer any property or asset to that charitable body or those charitable bodies) be determined by the Members of Smart Play Network at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.

- 74 For the avoidance of doubt, a body to which property is transferred under Article 72 may be a Member of Smart Play Network.

INDEMNITY AND INSURANCE

- 75 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of Smart Play Network shall be indemnified out of the assets of Smart Play Network against any loss or liability which he may sustain or incur in connection with the execution of the duties of his office including, without prejudice to that generality, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of Smart Play Network.

- 76 The Trustees shall have the power to purchase and maintain insurance for the benefit of any persons who are or were at any time a Trustee, the auditor, the secretary or any other officer of Smart Play Network or a Trustee of any pension fund for the benefit of any employees of Smart Play Network, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to Smart Play Network.