

SCHEDULE

PRESERVED SECTIONS OF THE SCOTTISH MILK MARKETING SCHEME 1989

Restructuring of Board's functions

- (a) 4. (7) (a) *Contracts with the Board.* A member of the Board shall not be disqualified by his office as a member of the Board from entering into any contract with the Board either as a vendor, purchaser, or otherwise, nor shall any such contract or any contract entered into by or on behalf of the Board in which a member of the Board shall be in any way interested, be avoided by reason thereof, nor shall a member of the Board so contracting or being so interested be liable to account to the Board for any profit realised by any such contract merely by reason of such member of the Board holding that office or of the fiduciary relations thereby established. Provided that the nature of the interest of a member of the Board so contracting or being so interested shall be disclosed by him at a meeting of the Board at which the contract is determined on, if his interest then exists, or in any other case at the first meeting of the Board after the acquisition of his interest. Provided further that a member of the Board shall, unless the Board otherwise determine, withdraw from any meeting of the Board when any question relating to such contract is being considered; he shall not be entitled to vote upon any question relating to such contract, and if he does vote his vote shall not be counted. A member of the Board shall not, however, be precluded from voting on a question relating to—

- (i) the manner in which any milk which is the property of the Board is to be dealt with by reason only that he has sold milk to or through the Board; or
- (ii) any contract of insurance which the Board are empowered to effect under regulation 33 of the Scottish Milk Marketing Board (Residual Functions) Regulations 1994;

nor shall he be required to withdraw from a meeting of the Board at which such questions are being considered.

Deeds.

- (b) (i) All deeds and other writings to which the Board are a party shall be held to be validly executed on behalf of the Board by being sealed with the common seal of the Board and signed by two members of the Board or by one member of the Board and the Secretary, and such subscription on behalf of the Board shall be binding whether attested by witnesses or not.
- (ii) All deeds and other writings executed in any place out of Great Britain or Northern Ireland shall be validly executed by being signed by such persons as may be duly authorised by the Board.
- (iii) A document or proceedings requiring authentication by the Board may be signed by a member of the Board, Secretary or other person authorised by the Board, and need not be under the common seal of the Board.

(10) *Expenses of members of the Board.* Members of the Board shall be entitled, in the exercise of their duties, to payment of reasonable travelling and subsistence expenses.