

Company Number SC111258

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND
ARTICLES OF ASSOCIATION

PERTH AND KINROSS
HERITAGE TRUST

Incorporated 26th May 1988
and amended on 9th September 2010

Scottish Charity Number SC003139

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF PERTH AND KINROSS HERITAGE TRUST

1. The name of the Company is 'Perth and Kinross Heritage Trust' ("the Trust").
2. The Trust's registered office is situated in Scotland.
3. The Trust's objects ("the Objects") are:
 - (i) to promote, preserve, maintain and enhance for the benefit of the residents of the area of Perth and Kinross and the public at large, whatever of the historical, architectural and archaeological heritage may exist in the area of Perth and Kinross in the form of land or buildings of particular beauty or historical, architectural or archaeological interest or significance;
 - (ii) to promote the practical preservation of the amenity and character of the rural and urban areas of the area of Perth and Kinross;
 - (iii) to help maintain ancient monuments or other items or areas of archaeological or industrial archaeological importance in the area of Perth and Kinross;
 - (iv) to further awareness of the natural and built environment through education about and active voluntary involvement in their conservation in the area of Perth and Kinross; and
 - (v) to undertake consultancy and other work of an educational, historical, architectural or archaeological interest anywhere in the United Kingdom or elsewhere (which need not have a bearing upon its work in the area of Perth and Kinross), which advances the arts, heritage, culture or science.
4. The Trust shall have the following powers (but only in furtherance of the Objects) and declaring that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:
 - (a) **General**
 - (i) to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies,

undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Trust to achieve the Objects;

- (ii) to provide advice, consultancy, training, tuition, expertise and assistance;
 - (iii) to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
 - (iv) to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;
- (b) **Property**
- (i) to purchase, take on lease, hire, or otherwise acquire any property suitable for the Trust and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Trust's property;
 - (ii) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;
 - (iii) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;
- (c) **Employment**
- (i) to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Trust;
- (d) **Funding and Financial**
- (i) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust;
 - (ii) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
 - (iii) to borrow or raise money for the Objects and to give security in support of any such borrowings by the Trust and/or in support of any obligations undertaken by the Trust;
 - (iv) to set aside funds not immediately required as a reserve or for specific purposes;
 - (v) to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Trust in such investments as may be considered appropriate and to dispose of, and vary, such investments;
 - (vi) to make grants or loans of money and to give guarantees;
 - (vii) to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision

of the Financial Services Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers or investment or such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Trust in nominee names, but subject always to the provisions of the Charities Act;

(e) **Development**

- (i) to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Objects;
- (ii) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- (iii) to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Trust and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;
- (iv) to enter into contracts to provide services to or on behalf of others;

(f) **Insurance and Protection**

- (i) to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
- (ii) to oppose, or object to, any application or proceedings which may prejudice the interests of the Trust;

(g) **Ancillary**

- (i) to pay the costs of forming the Trust and its subsequent development;
- (ii) to carry out the Objects in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
- (iii) to do anything which may be incidental or conducive to the Objects so long as these are charitable.

5. (a) The income and property of the Trust shall be applied solely towards promoting the Objects.
- (b) No part of the income or property of the Trust shall be paid or transferred (directly or indirectly) to the members or Trustees of the Trust, whether by way of dividend, bonus or otherwise, except where such members or Trustees are in receipt of income or property of the Trust as a beneficiary of the Trust in terms of the Objects.
- (c) No Trustee shall be appointed as a paid employee of the Trust.
- (d) No benefit (whether in money or in kind) shall be given by the Trust to any member or Trustee except the possibility of:
- (i) repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or

- (ii) reasonable remuneration to a member or any Trustee in return for specific services actually rendered to the Trust (not being of a management nature normally carried out by a director of a company); or
 - (iii) payment of interest at a rate not exceeding the commercial rate on money lent to the Trust by any member or Trustee; or
 - (iv) payment of rent at a rate not exceeding the open market rent for property let to the Trust by any member or Trustee; or
 - (v) the purchase of property from any member or Trustee provided that such purchase is at or below market value or the sale of property to any member or Trustee provided that such sale is at or above market value; or
 - (vi) payment to one or more Trustees by way of any indemnity where appropriate.
6. The liability of the members is limited.
7. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he or she ceases to be a member and of the costs, charges and expenses of winding up and for the adjustments of the rights of the contributories among themselves such amount as may be required not exceeding £1.
8. (a) The winding-up of the Trust may take place only on the decision of not less than 75% of its Trustees as members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
- (b) If, on the winding-up of the Trust, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Objects.
- (c) The charity or charities to which the property is to be transferred in terms of sub-clause (b) hereof shall be determined on the decision of a majority of the Trustees as members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a majority decision of the Board of Trustees or, failing that, as determined by an arbiter to be chosen amicably by the Board of Trustees or, failing such amicable choice, as determined by the Office of the Scottish Charity Regulator (or any successor thereto), whose decision shall be final and binding upon the Trust.
- (d) If the winding-up of the Trust is decided upon in terms of this Article, the prior consent of the Office of the Scottish Charity Regulator (or any

successor thereto) must be obtained in terms of Section 16 of the Charities Act.

THE COMPANIES ACT 1985

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
PERTH AND KINROSS HERITAGE TRUST**

INTERPRETATION

1. (a) In the foregoing Memorandum and in these Articles, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

| <i>WORDS</i> | <i>MEANINGS</i> |
|--------------------------|---|
| Articles | These Articles of Association, as originally framed, or as from time to time altered by Special Resolution. |
| Board, Board of Trustees | The Board of Trustees for the time being of the Trust, which shall be the governing body of the Trust and all references in the Companies Act to "the Board of Directors", "Directors" or "Director" shall be read to mean respectively the Board of Trustees, Trustees or Trustee. All powers vested in any Director or in the Board of Directors in terms of the Companies Act shall be vested in any Trustee or in the Board of Trustees respectively. |
| Charities Act | The Charities and Trustee Investment (Scotland) Act 2005, and every statutory modification and re-enactment thereof for the time being in force. |
| charity, charities | An organisation or organisations on the Scottish Charity Register, with Charitable Purposes complying with section 7 of the Charities Act and also regarded as being charitable in relation to the application of the Taxes Acts. |
| Civic Trust | Perth Civic Trust, (Scottish Charity Number SC001531), an unincorporated association, with its registered address at Tors, Fairies Lane, Perth |

| | |
|------------------------|---|
| | PH1 1NN, or its successors. |
| Civic Trust Nominee | A Trustee nominated for the time being by the Civic Trust. |
| Clear days | In relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect. |
| Companies Act | The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force. |
| Council | The Perth and Kinross Council, having its principal place of business at 2 High Street, Perth PH1 5PH, or its successors. |
| Council Nominee | A Trustee nominated for the time being by the Council. |
| Executed | Any mode of execution. |
| Gannochy Trust Nominee | A Trustee nominated for the time being by the trustees of the Gannochy Trust. |
| Gannochy Trust | The charitable trust known as the Gannochy Trust (Scottish Charity Number SC003133), established under and by virtue of Deed of Gift and Settlement by Arthur Kinmond Bell, dated Eleventh June and registered in the Books of Council and Session on Twenty-third September Nineteen Hundred and Thirty-seven, and having its registered address at Kincarrathie House Drive, Pitcullen Crescent, Perth PH2 7HX, or its successors |
| In Writing | Written or produced by any substitute for writing, or partly written and partly so produced, and other modes of representing or producing words in a visible form, including electronically. |
| Memorandum | The Memorandum of Association which precedes these Articles, as may be amended formally from time to time. |
| Month | Calendar Month |
| Nominating Bodies | The Council, Gannochy Trust and Civic Trust, and their respective successors |
| Office | The Registered Office of the Trust. |
| Secretary | The Company Secretary of the Trust or any other person appointed to perform the duties of the Company Secretary. |
| Trust | Perth and Kinross Heritage Trust. |
| United Kingdom | Great Britain and Northern Ireland. |
| Year | Calendar Year |

- (b) Any words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations.
- (c) Unless the context otherwise requires, words or expressions contained in these Articles bear the same meanings as in the Companies Act but excluding any statutory modification thereof not in force when these Articles become binding on the Trust.

MEMBERS

- 2. The members of the Trust shall be the current Trustees, on the basis that a new Trustee shall automatically become a member on becoming a Trustee and shall automatically cease to be one on ceasing to be a Trustee for whatever reason.
- 3. Membership of the Trust shall not be transferable or transmissible.
- 4. Employees of the Trust shall not be eligible to become Trustees. A person who becomes an employee of the Trust after admission to membership shall automatically cease to be a member (and a Trustee).
- 5. No Trustee as a member shall be required to pay an annual membership subscription.
- 6. Any Trustee ceasing to be a Trustee for any reason will cease automatically to be a member of the Trust at the same time.

GENERAL MEETINGS

- 7. The Trust may in each year hold an Annual General Meeting in addition to any other meetings in that year, at such time and place as may be determined by the Board of Trustees and shall specify the meeting as such in the notice calling it provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
- 8. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 9. The Board of Trustees may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened within one month of receipt by the Trust of a written requisition by any two or more Trustees.

NOTICE OF GENERAL MEETINGS

- 10. Not less than fourteen clear days' notice in writing shall be given of every General Meeting, specifying the place, the day and the hour of the meeting, and in the case of special business, the general nature of that business, to such persons including the Auditors as are entitled to receive such notices from the Trust.

11. With the consent of not less than 90% of the members having the right to attend and vote thereat, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.
12. 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 the proceedings at that meeting.

PROCEEDINGS AND QUORUM AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of:
 - (a) the election of Trustees,
 - (b) consideration of the income and expenditure account and balance sheet,
 - (c) the report of the Board of Trustees,
 - (d) the report of the Auditors, and
 - (e) the appointment of and the fixing of the remuneration of the Auditors.
14. 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 a quorum shall be present if at least one Council Nominee and one Gannochy Trust Nominee and one other Trustee are personally present (as members).
15. If within 15 minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Trustees, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the adjourned meeting shall stand further adjourned to such other time and place as the Board shall appoint and this procedure shall continue to be followed until a quorum is present.
16. The Chairman of the Board shall be Chairman at any General Meeting at which he or she is present. The Vice-Chairman, if any, shall act as chairman of the meeting when the Chairman of the Board is not present. If at any meeting neither the Chairman nor the Vice-Chairman is present within fifteen minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairman of the General Meeting.

VOTING AT GENERAL MEETINGS

17. At all General Meetings, the chairman of the meeting shall endeavour to achieve consensus wherever possible, but if necessary a resolution shall be put to the vote of the meeting and shall be decided on a show of hands of those Trustees

present as members in person or by proxy and entitled to vote as members. Each Trustee as a member has one vote and, in the event of a tie, the chairman of the meeting has a second, casting vote. A declaration by the chairman of the meeting that a resolution has, on a show of hands, been carried, or has been carried unanimously or by a particular majority, or not carried, or not carried by a particular majority, and an entry to that effect is made in the minute book of the Trust, shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

18. Whilst personal attendance at a General Meeting is encouraged, a Trustee as member shall be entitled to complete one form of proxy in order to appoint a proxy to attend a General Meeting on his or her behalf (but never a Board meeting), in respect of which the following apply:
- (a) a proxy need not be a member;
 - (b) a proxy appointed to attend and vote at any General Meeting instead of a member shall have the same right as the appointing member to speak at the meeting and to vote thereat;
 - (c) the form appointing the Proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms (to be varied as required to fit the circumstances) of the form shown in Article 19;
 - (d) the form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged with the Trust not less than 48 hours before the time of the start of the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid;
 - (e) appointment of a proxy may be revoked by the granter by written notice received by the Trust not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and
 - (f) any reference in these Articles to voting being "in person" shall include voting by proxy.
19. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

| Perth and Kinross Heritage Trust |
|---|
| <p>I,</p> <p>of</p> <p>a member of Perth and Kinross Heritage Trust, hereby appoint the Chairman of the Meeting/</p> <p>of</p> <p>or failing him or her</p> <p>of</p> <p>as my proxy to vote for me and on my behalf at the (Annual, Extraordinary, or Adjourned as the case may be) General Meeting of the Trust to be held on</p> |

.....20 and
at every adjournment thereof.

Signed this20

This form is to be used *in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he or she thinks fit.

** Strike out whichever is not desired.*

- 20 A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a secret ballot is demanded in the following terms:
- (a) such demand must be made either by the chairman of the meeting, or by two or more members having the right to vote on the resolution;
 - (b) such demand may be made at any time prior to a show of hands on that resolution, or immediately after the result of a show of hands on that resolution is declared;
 - (c) a demand for a secret ballot may be withdrawn by its proposers prior to the secret ballot taking place, provided that the chairman of the meeting consents to the withdrawal; and
 - (d) the secret ballot shall be conducted in such a manner as the chairman of the meeting may direct, and the chairman of the meeting shall appoint and instruct tellers, who may cast their own personal votes if members and the result shall be declared by the chairman of the meeting at the same meeting at which the ballot is taken.
21. (a) At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the Trustees as members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:
- (i) to alter the name of the Trust; or
 - (ii) to amend the Objects; or
 - (iii) to amend these Articles; or
 - (iv) to wind up the Trust; or
 - (v) all other Special Resolutions.
- (b) An ordinary resolution to be proposed at a General Meeting may be amended if:
- (i) written notice of the proposed amendment is received by the Trust from a member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting; and

- (ii) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
 - (c) A Special Resolution to be proposed at a General Meeting may be amended if:
 - (i) the chairman of the meeting proposes the amendment at the General Meeting at which the Special Resolution is to be proposed; and
 - (ii) the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.
 - (d) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.
- 22.
- (a) Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
 - (b) An ordinary resolution in writing signed by or on behalf of a simple majority of all the members shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held, provided that the terms of this Article are followed.
 - (c) A Special Resolution in writing signed by or on behalf of not less than 75% of all the members shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held, provided that the terms of this Article are followed.
 - (d) Written resolutions may not be used either for the removal of a Trustee prior to the expiration of his or her term of office, or for the removal of an Auditor prior to the expiration of his or her term of office.
 - (e) Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the members).
 - (f) Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more members.
 - (g) Once a member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

BOARD OF TRUSTEES

23. The affairs of the Trust shall be managed by a Board of Trustees. The Board may exercise all such powers of the Trust, and do on behalf of the Trust all acts as may be exercised and done by the Trust, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act.
24. (a) The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms

and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

- (b) Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of this Article shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.
 - (c) In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.
25. The Board of Trustees shall comprise:
- (a) up to two Council Nominees,
 - (b) up to two Gannochy Trust Nominees,
 - (c) up to two Civic Trust Nominees, and
 - (d) up to five Elected Trustees, each to be elected by the Board annually at the Annual General Meeting, and to serve from the end of the Annual General Meeting at which each is elected until the end of the subsequent Annual General Meeting, unless re-elected thereat (or otherwise as may be required from time to time between Annual General Meetings, in which event a Trustee elected thus would serve only until the end of the next Annual General Meeting, unless re-elected thereat).
26. In the case of the Council Nominees, Gannochy Trust Nominees and Civic Trust Nominees, the following applies:
- (a) On receipt of the Notice for each Annual General Meeting of the Trust, each of the Nominating Bodies shall send a written notice to the Trust to intimate the names of up to two Trustees being nominated by it at the AGM. Such written notice must be received by the Trust not less than forty-eight hours before the start of the Annual General Meeting, failing which the Trustee previously nominated by it shall remain in office.
 - (b) Each of the Nominating Bodies may remove its own nominated Trustee or Trustees at any time, by written notice to that effect sent to the Trust, and to the Trustee or Trustees concerned, not less than forty-eight hours before the Board meeting or General Meeting at and from which the change is to take effect. In that event, the notice may intimate any new

Trustee or Trustee to be nominated as a replacement for the one or ones being removed. Any such notice intimated within forty-eight hours of a meeting of the Board or of a General Meeting shall not take effect until the following Board meeting.

- (c) Once nominated, each of the Council Nominees, Gannochy Trust Nominees and Civic Trust Nominees will abide by the terms of section 66(1)(c) of the Charities Act, namely that, in circumstances capable of giving rise to a conflict of interest between the Trust and his or her own Nominating Body, he or she will:
 - (i) put the interest of the Trust before those of his or her Nominating Body; and
 - (ii) disclose the conflicting interest to the Trust and refrain from participating in any deliberation or decision of the Board with respect to the matter in question.
27. The office of a Trustee shall ipso facto be vacated:-
- (a) if he or she contravenes the terms of Clause 5 of the Memorandum of Association;
 - (b) if he or she is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or
 - (c) if, in terms of section 66(5) of the Charities Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act, such Trustee being entitled to be heard prior to the Board taking a decision; or
 - (d) if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee; or
 - (e) if he or she becomes incapable for medical reasons of fulfilling his or her duties as a Trustee and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
 - (f) if he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
 - (g) if by notice in writing to the Trust he or she resigns his or her office as a Trustee;
 - (h) if he or she ceases to be ordinarily resident in the United Kingdom;
 - (i) if, being a Council Nominee, Gannochy Trust Nominee or Civic Trust Nominee, he or she ceases to retain the nomination of his or her Nominating Body; or
 - (j) if he or she dies.

CONFLICTS OF INTEREST

28. (a) Any Trustee who has a personal interest, as defined in Article 28(c), in any prospective or actual contract or other arrangement with the Trust

- must declare that interest either generally to the Board or specifically at any relevant meeting of the Trust.
- (b) Where such an interest arises, the provisions within Article 28(d) apply.
 - (c) A personal interest includes the following interests:
 - (i) those of the Trustee in question;
 - (ii) those of his or her partner or close relative;
 - (iii) those of any business associate;
 - (iv) those of any firm of which he or she is a partner or employee;
 - (v) those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; or
 - (vi) those of any person or organisation responsible for his or her appointment as a Trustee.
 - (d) Whenever a Trustee finds that there is a personal interest, as defined in Article 28(c), the following applies:
 - (i) he or she has a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot participate in discussions or decisions relating to such matter;
 - (ii) it shall be for the chairman of the meeting in question to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting, and where a Trustee leaves, or is required to leave, the meeting in question he or she no longer forms part of the quorum thereat (in terms of Article 32);
 - (iii) the Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Trust have not been nor are likely to be prejudiced as a result (but the Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation, in terms of Article 32); and
 - (iv) the Board may resolve at any time to require all Trustees (and employees) to deliver a Notice of Relevant Interests to the Trust as they arise and/or at least annually; and
 - (v) if existing, the Register of Interests shall be open for inspection by the Board and, with the express prior written approval of the Trustee or employee concerned, by members of the public.
 - (e) The Board shall determine from time to time what additional interests to those listed in Article 28(c), if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

CHAIRMAN AND VICE-CHAIRMAN

29. Immediately after each Annual General Meeting, the Board of Trustees shall elect one of its number to be Chairman of the Board, and if it wishes shall elect a Vice-

Chairman also. Once appointed, the Chairman and any Vice-Chairman shall remain in office until the conclusion of the next Annual General Meeting; so long as he or she remains a Trustee thereafter, he or she shall be eligible for re-election. In the event of a vacancy occurring at any other time in the office of Chairman, or of the Vice-Chairman, the Board of Trustees shall fill the vacancy from among their number and the person so appointed shall hold office in accordance with the provisions hereof and shall be eligible for re-election.

MEETINGS OF THE BOARD OF TRUSTEES

30. The Board of Trustees may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
31. On a direction by the Chairman of the Board or on a requisition in writing by any three Trustees, the Secretary shall, at any time, summon a meeting of the Board of Trustees by notice served upon all the Trustees. Not less than 7 clear days' notice in writing shall be given of any meeting of the Board, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion. A Trustee who is for the time being absent from the United Kingdom shall not be entitled to notice of a meeting.
32. The quorum necessary for the transaction of the business of the Board of Trustees shall be not less than one-third of the Board. A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.
33. The Chairman of the Board shall be Chairman at any meeting of the Board of Trustees at which he or she is present. The Vice-Chairman, if any, shall act as chairman of the meeting when the Chairman of the Board is not present. If at any meeting neither the Chairman nor the Vice-Chairman is present within fifteen minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairman of the meeting.
34. The chairman of the meeting will endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
35. All acts bona fide done by any meeting of the Board of Trustees or of any committee or sub-committee of the Board, or by a person acting as a Trustee or of such committee or sub-committee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment 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 and was qualified to be a Trustee or of the appropriate committee or sub-committee.

36. (a) The Board of Trustees shall cause proper minutes to be made of the proceedings of all General Meetings and Board meetings and of all committees and sub-committees established by or through the Board, and any such minutes of any meeting upon being approved as a true record at such meeting or a subsequent meeting, and if purporting to be signed by the chairman of such meeting, or by the chairman of the subsequent meeting, shall be conclusive evidence without any further proof of the facts therein stated.
- (b) The minutes shall inter alia record:-
- (i) all appointments made by the Board of Trustees;
 - (ii) the names of all members present at each meeting of the Trust or the Board of Trustees or any committee or sub-committee established by or through the Board; and
 - (iii) all resolutions and proceedings of all meetings of the Trust and of the Board of Trustees and any committee or sub-committee established by or through the Board of Trustees.
37. A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
38. The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

SECRETARY AND TREASURER

39. A Secretary and a Treasurer of the Trust shall each be appointed from time to time by resolution of the Board of Trustees for such term, at such remuneration and upon such conditions as the Board may think fit and the Secretary shall be the Secretary of the Trust for all purposes of the Companies Act. The Board of Trustees may from time to time by resolution appoint an Assistant Secretary and an Assistant Treasurer who may act in place of the Secretary and Treasurer respectively if there be no Secretary or Treasurer or no Secretary or Treasurer available or capable of acting. Any person appointed to any of the above posts may be removed by the Board of Trustees.

HONORARY PATRONS

40. The Board may agree to the appointment of one or more Honorary Patrons of the Trust, to be appointed either for such fixed period (usually of five years) as it

determine or for an unspecified period until such appointment be terminated by it. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.

FINANCES

41. The Board shall ensure that all funds and assets of the Trust are applied towards achieving the Objects.
42. The banking account or accounts of the Trust shall be kept in such bank or building society and/or banks or building societies or elsewhere as the Board shall from time to time determine.
43. All cheques and other negotiable instruments, and all receipts for monies paid to the Trust, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

ACCOUNTS

44. The Board of Trustees shall cause proper books of account to be kept with respect to:
 - (a) all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
 - (b) all sales and purchases of property and goods by the Trust; and
 - (c) the assets and liabilities of the Trust.
45. The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Trust or any of them shall be open to the inspection of anyone other than themselves (except as law or regulation requires).
46. Subject to the provisions of the Companies Act, the Board of Trustees shall lay before the Trust at the Annual General Meeting a proper income and expenditure account for the year ending prior to the meeting together with a proper balance sheet made up as at the same date and reports as referred to in the Companies Act. A copy of every such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same which is to be laid before the Trust in General Meeting, together with a copy of the Auditors report shall not less than twenty-one clear days before the date of the meeting be sent or made for inspection on the website of the Trust (with all members, Trustees, the Secretary and the auditor being made aware that they are so available for inspection there).

AUDIT

47. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by a properly qualified Auditor or Auditors.
48. Auditors shall be appointed at each Annual General Meeting.

NOTICES

49. A notice may be served by the Trust upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her registered address as appearing in the Register of Members.
50. Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.
51. A member present at any meeting of the Trust shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
52. The business of the Trust and all its correspondence with and notification to or from members and Trustees may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Trust where the Trust has advised each member or Trustee of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

INDEMNITY

53. Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Secretary, Treasurer and all employees of the Trust shall be indemnified out of the funds of the Trust against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Trust and each of them shall be chargeable only for so much money as he, she or they may actually receive and he, she or they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

DISSOLUTION

54. Clause 8 of the Memorandum relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles.