

THE BATTLE OF PRESTONPANS (1745) HERITAGE TRUST

Memorandum and Articles of Association

**LINDSAYS WS
11 Atholl Crescent
Edinburgh
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LP-102, Edinburgh 2
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AJK/WI/26/14

MEMORANDUM OF ASSOCIATION
of
THE BATTLE OF PRESTONPANS (1745) HERITAGE TRUST

1 Name

The name of the Company is "The Battle of Prestonpans (1745) Heritage Trust" **(the Charity)**.

2 Registered Office

The registered office of the Charity is to be in Scotland.

3 Objects

3. The Charity is established for the purpose of advocacy on behalf of the preservation of the site of the Battle which took place near to Prestonpans on September 21st 1745, the honouring of those who fell, and for the advancement of heritage research and education leading to greater understanding and proper remembrance of the Battle, including studies facilitating the interpretation of all matters leading up to and consequent upon the Battle and the social, political and environmental context in which it was fought, and in so doing making use of all manner of literary, artistic and other representation to enable the widest possible appreciation of the heritage to be discerned. The Trust will seek to establish a Living History Centre to further its Objects and in doing so support the regeneration of the local area and promote human welfare including recreation and other leisure pursuits for the community at large.

4 Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out study and research.
- 4.2 To provide advice, assistance and educational programmes
- 4.3 To publish or distribute information.
- 4.4 To co-operate with other bodies.

- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds (but not by means of taxable trading).
- 4.7 To borrow money and raise money in such manner and on such terms as to security and otherwise as the Charity thinks fit, and in particular to grant mortgages, standard securities, floating charges and all other types of security over the Charity's undertaking and all or any of its property and assets (present and future).
- 4.8 To purchase, take on lease or otherwise acquire or hire property of any kind.
- 4.9 To sell, let on lease or otherwise dispose of property of any kind.
- 4.10 To make grants or loans of money and to give guarantees.
- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 To deposit or invest funds in any manner.
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.13.2 every transaction is reported promptly to the Trustees;
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - 4.13.7 the financial expert must not do anything outside the powers of the Trustees.
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required.
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.16 To insure the Trustees against the costs of defending any criminal prosecution brought against them as Trustees or against personal liability incurred in respect of any act or

omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless as to whether, the act or omission was a breach of trust or breach of duty.

- 4.17 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.18 To enter into contracts to provide services to or on behalf of other bodies.
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity.
- 4.20 To pay the costs of forming the Charity.
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.

5 Benefits to Members and Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in Clauses 4.18, 5.1.2, 5.1.3 or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Objects;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in carrying out the Objects (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding.
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:

- 5.3.1 the goods or services are actually required by the Charity;
- 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4;
- 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year;
- 5.3.4 the requirements of Section 67 of the Charities and Trustee Investment (Scotland) Act 2005 are met.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 5.4.1 declare an interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting;
 - 5.4.4 withdraw during the vote and have no vote on the matter.

6 Limited Liability

The liability of members is limited.

7 Guarantee

Every member undertakes (a) to make payment of a non returnable sum of ONE HUNDRED POUNDS (£100) within 14 days after their appointment as a member of the Charity having been notified to them failing which he or she shall immediately forfeit their right to membership of the Charity and (b) to pay a further ONE POUND (£1) if the Charity is dissolved while he or she shall be a member or within 12 months after the cessation of their membership of the Charity.

8 Dissolution

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
 - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within the same or similar to the Objects;
 - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status.

9 Interpretation

- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.
- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 9.3 WE, the Subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and Addresses of Subscribers to this Memorandum

GORDON STANLEY CLIFTON PARK WILLS PRESIDINGMAN OF
East Lodge, Prestonpans, EH32 9RW



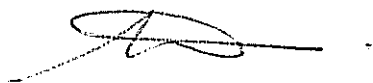
AVRIL BARBARA WILLS

EAST LODGE, PRESTONGRANGE ROAD, PRESTONPANS,
EH32 9RW



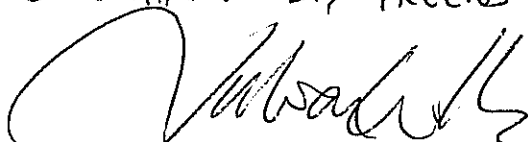
MATHEW WILLS.

LINDALE, WELLS ROAD, ILKLEY, LEEDS LS29 9JH



JULIAN WILLS

32 HIGH STREET, GREENS NORTON, NORTHANTS, NN7 3BA



DATED: WITNESS to the above signatures:-

John Wills

21 High St Bugbrooke Northants NN7 3PA

10/5/2006 

COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
THE BATTLE OF PRESTONPANS (1745) HERITAGE TRUST

1 Membership

- 1.1 The number of members with which the company proposes to be registered is unlimited.
- 1.2 The Charity must maintain a register of members.
- 1.3 The subscribers to the Memorandum and Articles of Association and such other persons as are admitted to membership in accordance with the Articles shall be the members of the Charity.
- 1.4 Membership of the Charity may be granted to any individual or organisation interested in promoting the Objects who:
 - 1.4.1 applies to the Charity in the form required by the Trustees and makes payment within the prescribed time of the sum specified in Clause 7 of the Memorandum;
 - 1.4.2 is approved by the Trustees (who may decline any such application for membership at their reasonable discretion);
 - 1.4.3 consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative.
- 1.5 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.6 Membership is terminated if the member concerned:
 - 1.6.1 gives written notice of resignation to the Charity;

- 1.6.2 dies or (in the case of an organisation) ceases to exist;
 - 1.6.3 is three months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);
 - 1.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice);
- 1.7 Membership of the Charity is not transferable.

2 General Meetings

- 2.1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least three.
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Acts, every issue is decided by a majority of the votes cast.
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or by proxy or through an authorised representative has one vote on each issue.
- 2.6 A written resolution signed by all of those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 2.7 The Charity must hold an AGM (to be known as the Annual Gathering of Members) in every year which all members are entitled to attend. The first AGM must be held within 18 months after the Charity's incorporation.
- 2.8 At an AGM the members:
 - 2.8.1 receive the accounts of the Charity for the previous financial year;
 - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;

- 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation and who do not wish to be re-elected;
- 2.8.4 elect persons to be Trustees to fill the vacancies arising;
- 2.8.5 appoint auditors for the Charity unless the Charity is exempt from the requirement to appoint auditors;
- 2.8.6 discuss and determine any issues of policy or deal with any other business put before them.
- 2.9 Any general meeting which is not an AGM is an EGM.
- 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 20 per cent of the members or any 12 members whichever is the lesser.
- 2.11 An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointor and (unless otherwise agreed at the meeting) deposited with the Charity not less than 48 hours prior to the meeting to which it relates. Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

3 The Trustees

- 3.1 The affairs of the Charity and its property and funds shall be managed by the Trustees and the Board of Trustees shall be known as 'The Prestonpans (1745) Campaign'
- 3.2 Unless otherwise determined by the members, there shall at no time be less than two Trustees.
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 3.4 Every Trustee must sign a declaration of willingness to act as a Trustee before he or she is eligible to vote at any meeting of the Trustees.
- 3.5 One fifth (or the number nearest one fifth) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots, but such Trustees shall be eligible for re-election.
- 3.7 A Trustee's term of office automatically terminates if he or she:
 - 3.7.1 is disqualified under the Acts, the 2005 Act or otherwise from acting as a Trustee;
 - 3.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.7.3 is absent from four consecutive meetings of the Trustees;

- 3.7.4 ceases to be a member (but such a person may be reinstated by a resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);
- 3.7.5 resigns by written notice to the Trustees;
- 3.7.6 is removed by a resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 3.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 3.10 The Trustees shall actively encourage all Chiefs of Clans with the Prince and representatives of all the families of the senior officers of the Hanoverian Army present at Prestonpans on September 21st 1745 to join 'The Committee of High Patronage' of the Charity and all those agreeing to join the said Committee shall always be kept informed of the Trustees plans and the Charity and the Charity's activities and invited to comment upon them and share as may be possible in their accomplishment
- 3.11 The Trustees shall each year within 28 days of the AGM, elect one of their number as Chairman and a second as Vice Chairman.

4 Proceedings of Trustees

- 4.1 The Prestonpans 1745 Campaign must hold at least two meetings each year.
- 4.2 A quorum at a meeting of The Prestonpans 1745 Campaign is three Trustees if there are six or more and two if there are five or less
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants either synchronously or asynchronously
- 4.4 The Chairman or Vice Chairman or (if the Chairman is and the Vice Chairman are unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 Powers of Trustees

The Trustees have the following powers in the administration of the Charity

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Acts, and who shall be known as the Secretary to The Prestonpans (1745) Campaign;
- 5.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees);
- 5.3 to make Standing Orders consistent with the Memorandum, these Articles, the Acts and the 2005 Act to govern proceedings at general meetings;
- 5.4 to make Rules consistent with the Memorandum, these Articles, the Acts and the 2005 Act to govern proceedings at their meetings and at meetings of committees;
- 5.5 to make Regulations consistent with the Memorandum, these Articles, the Acts and the 2005 Act to govern the administration of the Charity;
- 5.6 to establish procedures to assist the resolution of disputes within the Charity;
- 5.7 to exercise any powers of the Charity which are not reserved to a general meeting.

6 Records & Accounts

- 6.1 The Trustees must comply with the requirements of the Acts and the 2005 Act as to keeping financial records, the audit of accounts (unless the Charity is exempt from the requirement to appoint auditors) and the preparation and transmission to the Registrar of Companies and The Office of the Scottish Charity Regulator of:
 - 6.1.1 annual reports;
 - 6.1.2 annual returns;
 - 6.1.3 annual statements of account.
- 6.2 The Trustees must keep proper records of:
 - 6.2.1 all proceedings at general meetings;

6.2.2 all proceedings at meetings of the Trustees;

6.2.3 all reports of committees;

6.2.4 all professional advice obtained.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request, and pays the Charity's reasonable costs which shall be determined each year by the Trustees within 28 days.

7 Notices

7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or any appropriate local or national newspaper circulating in the area of benefit or any newsletter distributed by the Charity.

7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

7.3.2 two clear days after being sent by first class post to that address;

7.3.3 three clear days after being sent by second class or overseas post to that address;

7.3.4 on the date of publication of a newspaper containing the notice;

7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally;

or, if earlier:

7.3.6 as soon as the member acknowledges actual receipt.

7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8 **Dissolution**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9 **Interpretation**

In the Memorandum and in these Articles:

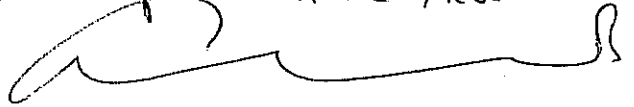
the Acts	means the Companies Act 1985 and the Companies Act 1989
the 2005 Act	means the Charities and Trustee Investment (Scotland) Act 2005
AGM	means an annual general meeting of the Charity known as the Annual Gathering
these Articles	means these articles of association
authorised representative	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary
Chairman	means the chairman of the Trustees
Charity	means the company governed by these Articles
clear day	means 24 hours from midnight following the relevant event
EGM	means an extraordinary general meeting of the Charity
financial expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
material benefit	means a benefit which may not be financial but has a monetary value
member and membership	refer to membership of the Charity
Memorandum	means the Charity's Memorandum of Association
month	means calendar month
Objects	means the Objects of the Charity as defined in clause 3 of the Memorandum
Secretary	means the Secretary of the Charity
taxable trading	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax
Trustee and Trustees	means a director and all of the directors of the Charity respectively
written or in writing	refers to a legible document on paper including an electronically transmitted message

year means a calendar year.
Expressions defined in the Acts and/or the 2005 Act have the same meaning.

References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Names and Addresses of Subscribers

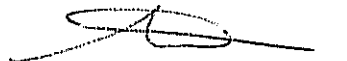
Gordon Stanley Clifford Park Wills Prestouglance
East Lodge, Prestonpans EH32 9RW



Audil Barbara Wills,
East Lodge, Prestonpans Road, Prestonpans, EH32 9RW



Matthew Wills
Cinnabar, Wells Road, Ilkley, LS24 9JH.



Julian Wills
32 High Street, Greens Norton, Northants, NN12 8BA.



DATED:

WITNESS to the above signatures:-

JOHN UNWIN
21 HIGH ST, BUG BROOKE NN7 3PA
10/5/2006 

Lindsays WS
Caledonian Exchange
19A Canning Street
Edinburgh
EH3 8HE

Our ref: RS/STA/06-0330
Your ref: AJK/WI/26/14

1 September 2006

Dear Sirs

NOTICE OF DECISION ON CHARITABLE STATUS: The Battle of Prestonpans (1745) Heritage Trust

Further to your letter to us of 24 May 2006 and subsequent correspondence, I hereby give notice to you under section 72 of the Charity and Trustee Investment (Scotland) Act 2005 (hereafter referred to as 'the 2005 Act') that we are satisfied that **The Battle of Prestonpans (1745) Heritage Trust** meets the charity test as laid out in sections 7 and 8 of the 2005 Act. In particular, it has the following charitable purposes under the 2005 Act:

Section (7)(2)

b. The advancement of education

g. The advancement of the arts, heritage, culture or science.

It will therefore be entered on the Scottish Charity Register as soon as possible, with the **charity number** SC037447.

As a body entered on the Register, **The Battle of Prestonpans (1745) Heritage Trust** may refer to itself as a 'charity', a 'charitable body', a 'registered charity' or a 'charity registered in Scotland'. If it has been set up under the law of Scotland, or is managed wholly or mainly here, it may also refer to itself as a 'Scottish charity' or a 'registered Scottish charity'.

I enclose a copy of our consents and notifications guidance which outlines the duties of charities to notify us or seek our consent in the event that they want to make specified changes, and an overview of charity regulation in Scotland. For further information on the duties of charities to provide accounting information and annual returns to OSCR, please see our website www.oscr.org.uk.

As a charity **The Battle of Prestonpans (1745) Heritage Trust** may be able to claim relief from various types of taxation. To do so, contact HMRC Charities at the address below quoting the charity number mentioned above and enclosing a copy of this letter:

HMRC Charities
St Johns House
Merton Road
Bootle
Merseyside
L69 9BB

Please feel free to contact us if you need any further information.

Yours sincerely



Paul Boylan
Consent Officer
Tel: 01382 346879
Email: paul.boylan@oscr.org.uk



THE COMPANIES ACT 2006

SPECIAL RESOLUTION

Company Name: The Battle of Prestonpans (1745) Heritage Trust

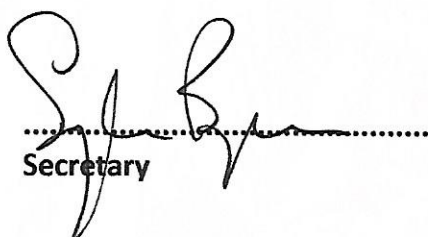
Company No: SC302280

At a General Meeting of the above company, duly convened and held at

227-229 High Street, Prestonpans, East Lothian, EH32 9BE on 22nd January 2015

the following Special Resolution was agreed and passed by the Members that elucidates the Objects of the Trust: That Clause 3 shall read henceforth as follows:

3. The Charity is established for the purpose of advocacy on behalf of the preservation of the site of the Battle which took place near to Prestonpans on September 21st 1745, the honouring of those who fell, and for the advancement of heritage research and education leading to greater understanding and proper remembrance of the Battle, including studies facilitating the interpretation of all matters leading up to and consequent upon the Battle and the social and environmental context in which it was fought, and in so doing making use of all manner of literary, artistic and other representation to enable the widest possible appreciation of the heritage to be discerned.


.....
Secretary

26 January 2015
.....
Date

BATTLE OF PRESTONPANS

The Battle of Prestonpans [1745] Heritage Trust SC 302280 & Scottish Charity 037447

The Prestoungrange Gothenburg 227/229 High Street Prestonpans East Lothian Scotland EH32 9BE

Ph: (44) (0) 1875 819922 Fax: (44) (0) 1875 819911 www.battleofprestonpans1745.org waukin@battleofprestonpans1745.org



THE COMPANIES ACT 2006 SPECIAL RESOLUTION

Company Name: The Battle of Prestonpans (1745) Heritage Trust

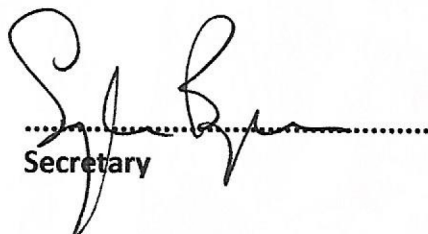
Company No: SC302280

At an Extraordinary General Meeting of the Company, duly convened and held at 227-229 High Street, Prestonpans, East Lothian, EH32 9BE on 21st February 2019

The following Special Resolution was agreed and passed by the Members that further elucidates and exemplifies the Objects of the Trust:

That Clause 3 shall read henceforth as follows:

3. The Charity is established for the purpose of advocacy on behalf of the preservation of the site of the Battle which took place near to Prestonpans on September 21st 1745, the honouring of those who fell, and for the advancement of heritage research and education leading to greater understanding and proper remembrance of the Battle, including studies facilitating the interpretation of all matters leading up to and consequent upon the Battle and the social, political and environmental context in which it was fought, and in so doing making use of all manner of literary, artistic and other representation to enable the widest possible appreciation of the heritage to be discerned. The Trust will seek to establish a Living History Centre to further its Objects and in doing so support the regeneration of the local area and promote human welfare including recreation and other leisure pursuits for the community at large.


.....
Secretary


.....
Date