

MINUTES of the 42nd Meeting of the Baron Courts of Prestoungrange and Dolphinstoun (1998) held in The Courts at *The Gothenburg*, High Street, Prestonpans and subsequently at Peter Potters, Haddington on September 25th 2003

Present: Much Honoured Baron of Prestoungrange
Much Honoured Baron of Dolphinstoun*
Lady Prestoungrange
Baron Bailie & Procurator Fiscal*
Baron Sergeand
Dempster
Anne-Marie Allan
Andrew Crummy
Kate Hunter
Jim Cursiter+
Thomas Ewing+
Pauline Jaffray+
Bill Robertson+
George Thompson+ *Microbrewer*
*+ part time * by e-communication*

Apologies: Jim Forster

1. Minutes of 41st Meeting held at The Courts, *The Gothenburg*, Prestonpans on July 23rd and 24th 2003

Confirmed: 1.1 That these Minutes were correct and now available at the Website.

2. Matters Arising

The 12 Tennant Girls of 1986

Confirmed: 2.1 (Minute 03/41/2.1) That Kristine Cunningham would liaise with Jim Forster to ensure that the search for the additional cans and for June Lake went ahead with the purpose of getting June Lake as a Guest of Honour at the Re-opening of the Gothenburg in May 2004.

Sponsored bus in Prestonpans

Reported: 2.2. (Minute 03/41/2.2) That Anne Taylor be asked to ensure that

when the sponsorship logon appears on the bus it is that for 2006.

Global Association Search Engine

2.3 (Minute 03/40/2.3) That all details of the Prestoungrange Murals #1 to #7 were now at the Global Search Engine and at the Arts Festival pages, **but not the names of the known individuals depicted which must still be added** and that Anne Taylor was preparing a proforma sheet for all future murals at the outset.

Agreed: 2.3 That the disciplines and protocols associated with these entries must be enforced for all new murals as they arose and that those for # 8, the latest Youth Mural, and #9, #10, #11 and #12, being The Power Station, The Prestoungrange 'New' Ceiling, the James Fewell Bar and the Brickwork Car Park were required as well.

Online Boutique

Confirmed: 2.4 (Minute 03/41/2.4) That the collation of illustrative pictures for the Online Boutique for all Baron Courts artefacts is with the WebMaster and Sylvia Burgess is responsible for ensuring its presentation and Worldpay credit card arrangements, and that it should be finally resolved by end November in discussion with Matt Boffin and available at the website before *Brushstrokes # 5* is distributed.

Prestonpans CD from Greentrax

Reported: 2.5 (Minute 03/41/2.5) That the artwork for the CD needed improvement and that Anne Taylor was attending to that. In all other respects the CD was ready for delivery as Volume 7 of Greentrax Celtic music and if a copy was available Anne Taylor would bring it to Lindsay.

Michael McVeigh

2.6 (Minute 03/41/2.6) That Michael McVeigh continued to prevaricate on the delivery of Painting #2 which was to be regretted and that Anne Taylor and Annemarie Allan would be visiting him shortly to seek progress.

Coal Trail Leaflet

Reported: 2.7 (Minute 03/41/2.7) That Annemarie Allan working with Pauline Jaffray had produced the revised Coal Trail leaflet which had excellent copy but, disappointingly, been dull in presentation of the illustrations. Baron Courts had declined to pay more than 50% of the cost of the first print run and requested that Pauline Jaffray addresses

the issue and reprints as soon as possible and hopefully in time for Lindsay.

Confirmed: 2.7 That the Coal Trail leaflet must be used at the Scottish Mining Museum as well as by the Arts Festival or its major purpose will be Missed and that discussions with the Museum by Annemarie Allan earlier should be followed through in the New Year, as well as with the Lothians Tourist Boards.

Scottish Tartans Society and Art Classes - @ Cockenzie

Reported: 2.8 (Minute 03/41/2.8) That there was still no progress to report for the legal action against the Scottish Tartans Society but that the Council Members as individuals had now been added as defendants in the action being taken.

Agreed: 2.8(a) That the Lindsay Suite at Cockenzie will continue as a store area and studio for muralists and artists until the lease expires in May 2004 but that after that date new facilities must necessarily be found for the burgeoning drawing and painting classes led by Andrew Crummy now with 17 participants.

2.8(b) That Anne Taylor should seek details of the availability of Prestonpans Town Hall or other suitable premises for 2004 onwards.

2.8(c) That it would be acceptable for the Arts Festival to 'sponsor' the Drawing and Painting Classes in return for services such as a team mural, but that an appropriate artists fee and/ or surcharge on paintings sold might enable the formation of a Painters Club/ Co-operative and be preferable.

Bellfield's Archaeological Dig in 1989

2.9 (Minute 03/41/2.10) That Annemarie Allan should make contact with the Museum Service at Haddington concerning the Bellfield dig since they are currently actively applying for a grant to do additional work on the original settlements at Prestonpans.

South Wing @ Wintoun House and 'Publicity' Transport

Reported: 2.10(a) (Minute 03/41/2.11) That occupancy at the South Wing at Wintoun House had commenced and was most satisfactory with visiting staff making use of it regularly and achieving very considerable savings on hotel expenses. The inventory had been checked and returned to Sir Francis Ogilvy.

2.10(b) That the '100% Company Car' wholly publicity focussed

for 2006 and 'for use by guests and visitors, and by staffs', had been acquired and its use will be carefully supervised by the Dempster.

Architecture Around The Pans and Original Sketches

Reported: 2.11 (Minute 03/41/12) That photographic documentation was Being created under Annemarie Allan's supervision for hanging at the website but not yet for any publication; and that the outstanding/ excellent private historical assignment describing local architecture and with original sketches had been scanned and will also be exhibited on the website at the Historical Society's Home Page.

Baronial Compartments

2.12. (Minute 03/41/13) That Stephen Kerr had created an appropriate Compartment for use with the Arms of Dolphinstoun and that that and the one created for Prestoungrange would be hung on the web in due course.

Fa'side Castle and Northfield House

2.13 (Minute 03/41/10.1) That it had not yet been possible to take up these two invitations but every attempt should be made to schedule a visit in the first week in December.

Carter's Teapots

2.14 (Minute 03/41/10.3) That Prestoungrange and Lady Prestoungrange had visited Tony carter and he was willing to make reproduction teapots during January 2004 provided fullest details were supplied and Annemarie Allan was asked to take responsibility for getting photographs and dimensions from the Museum.

Baronial Coronets

2.15 (Minute 03/41/10.4) That the baronial coronets had been ordered and would be available by March 2004 with delivery to colleagues in Maryland, USA for later return to Scotland.

Margery Clinton

2.16 (Minute 03/41/10.5) That a letter had been sent to Margery Clinton addressing her concerns but no response had yet been received. The lead was being followed through together with a second potter close to Peebles.

3. **Prestoungrange Historical Series # 17 -#24 + Sales Achieved**

Confirmed: 3.1 That the targeted number of Historical Booklets and the associated budget to July 2006 was 25 and that Annemarie was seeking to ensure that the totality at that date represented a desirable mix both for local interest and as a trigger for muralists.

3.2 That at present there was an extremely good forward supply of titles likely to be ready for publication in 2004/ 2005 including:

- *The Prestoungrange Ceiling – Annemarie Allan*
- *Cockenzie Power Station – Craig Ward*
- *Famous Panners – Bob Hopkins*
- *Miners’ Recreation – John Baxter*
- *Roads and Rights of Way – Andrew Ralton*
- *Churches in Prestonpans – Sandra Marshall*
- *Market Gardening in Prestonpans – Sonia Baker*
- *Mutual Aid in Prestonpans – David Anderson*

Agreed: 3.1 That every effort must still continue to be made to trace a living sapling from the original hawthorn following references in the *Battle of Prestonpans* for planting at The Gothenburg and that Jim Forster be asked to explore this yet further with Annemarie Allan providing a research background.

3.2 That room in the series must remain for *The Prestonpans Witches* as the basis for the mural works, as well as addressing the Story of the *Baronial Burghs* in Prestonpans and vicinity, and that two such additional titles would achieve even exceed the target for July 2006.

Confirmed: 3.3 That the *Invitation to Authorship* was now being used formally in its revised pattern for all contributors; and that a similar *Invitation to Create a Work of Art* had been created for that purpose also i.e. with muralists, potters and others. (Attached to these Minutes as Annexures.)

Agreed: 3.3 That Anne Taylor should present a review of sales achieved thus far since inception for the Historical Booklets, Stocks Remaining and her action plan for making future sales including those in association with

local

interests groups; and that she takes advice of Jim Forster in this latter respect.

4. **Publication of *Brushstrokes # 5* by September 18th 2003**

Reported: 4.1 That *Brushstrokes # 5*, being the Celebration Issue following the Lord Mayor's Visit on July 22nd / 23rd had appeared on schedule and all involved were to be congratulated.

4.2 That extensive reporting had also appeared on the website as The Lord Mayor's Tales and a report in *Scottish Field* was still expected.

4.3 That the Lord Mayor had himself written his Leader Column in Goteborg City Council Staff Newsletter on Scotland's Gothenburgs and this was also now at the website with a translation from the original Swedish.

Confirmed: 4.1 That *Brushstrokes # 6* will be devoted to coverage of the 2006 Conference and the appearance of the Publicity Car in Prestonpans. Anne Taylor will write the Welcome Column on Driving Around Town therein.

4.2 That Kristine Cunningham would be responsible for all 2006 Content of *Brushstrokes # 6* working with Annemarie Allan, who will be responsible overall for its content; the issue to include a substantial Order Form on A4 two sides for all the artefacts suggesting that they might be good for Christmas gifts.

4.3 That # 6 should be distributed during the first week of December and include the 2003 Christmas card for all households being the Celebration Painting by Thomas Ewing of July 23rd. If possible Thomas Ewing will fly to Goteborg to make a formal presentation to the Lord Mayor before Christmas.

5. Murals Funding, Painting & Hanging Programme: 2004 - 2006

Reported: 5.1 That funding has now been allocated for Murals # 8/ 12 in Discussion with the artists involved i.e. Andrew Crummy, Kate Hunter and Jim Cursiter.

5.2 That Andrew Crummy was to assist Jim Cursiter in his a search for a 'small personal grant' towards the cost of # 12 The Brickworks at the car park in the weeks ahead which was an integral Pavement, Mural and Cairn, the latter using the recycled Prestoungrange Bricks from the Gothenburg and pottery shards from the baronial beach and vicinity (see Minute 03/41/5.3).

Agreed: 5.1 That a Murals Action Group led by Andrew Crummy with Kate Hunter and Jim Cursiter should take a prospective look at the potential content of and locations for the balance of murals to achieve the targeted

20 completed works by July 2006, to include the Totem Pole even though that will be separate artefact completed by the Action Group led by Kristine Cunningham.

5.2 That by end November the Murals Action Group was asked to produce its conclusions bearing in mind that the areas already embraced by the Historical Booklets and scheduled there under should be given priority as a matter of policy. This must in particular include the strategy for Witches which was integral to the 2006 events.

5.3 That in moving towards 2006 an additional muralist should be invited from the vicinity as a matter of policy which is in no way a reflection on the current team but a policy commitment to maximum involvement socially, and to this end the Drawing and Painting Classes and the history teacher at Preston Lodge School might be invited to consider the shared creation of *The Battle of Prestonpans* as a mural.

Reported: 5.3 That a final and acceptable destination for ‘The Salters Mural’ had still not been found and that discussions be held by Anne Taylor with Maggie Conn and the owners of retail grocery store on Redburn Road/ High Street to see if they would accept it there.

Confirmed: 5.4 That the Murals Action Group was committed to two strategies to raise funding for the balance of murals to 2006 as follows:

- To continue the requests for small personal grants as already achieved by Andrew Crummy and proposed for The Brickworks
- To make a major application for funding for ‘The Arts Festival’ including murals, arts classes, pottery, totem pole carving, photography, writing and educational programmes with the Communiversity.

5.5 That discussions would be held with Funding Advisers on the recommendation of Andrew Crummy in the first week of December to see how the Grand Project can now be structured in particular with Bob Marshall of Glasgow Works.

5.6 That a careful review of all documentation from East Lothian Economic Development office will be undertaken by Prestoungrange in consultation with Brian Simpson, and that initial discussions has already begun re signposting, interest free loans up to £10,000, the Food fair and Tourist Board linkages.

6. Formation of Totem Pole Action Group

Agreed:

6.1 That Kristine Cunningham be appointed as leader of the Totem Pole Action Group whose mandate is to have the carved 'Tribute to Chemainus' ready for appropriate ceremonial and unveiling by the Mayor of North Cowichan/ Chemainus during the 2006 Global Conference which he has agreed to attend.

6.2 All files and contacts should be passed to Kristine Cunningham who will report on the total management of the process at the next meeting including the optimal use of Kenny Grieve's visit to Vancouver Island in January 2004.

6.3 That local schools should be invited to participate in the design competition for the Totem Pole and that for this to be effective a Briefing Note on Totem Poles should be created by Spring 2004 for distribution with *Brushstrokes #7* to all homes as well as to Head Teachers. Individual scholars would be invited to join with the Drawing and Painting Classes to finalise the design ideas during 2004 if that latter Group is willing to accept that role.

6.4 That it would be optimal for the totem pole to be carved in the Power House at the Museum if possible and that Kristine Cunningham would liaise with Margaret O'Connor to see if this could be arranged for 2005 following the example of the replica Cadell Boat that had explored Australia's Murray River; and if not to seek alternative accommodation.

6.5 That the Totem Pole Project must be as socially inclusive as possible and that PR be sought throughout the process for each of the involved groups.

Confirmed:

6.1 That Prestoungrange had received formal confirmation that the Forester in Chemainus was able to provide the appropriate trees but that we would be responsible for their shipment to Scotland.

6.2 That our partners in the project would be Kenny Grieve and the North West Pacific Coast Indian First Nations.

7. PR Strategies following Visit by Lord Mayor of Gothenburg

Reported:

7.1 That Kristine Cunningham had been formally retained by the Baron Courts to work on PR and marketing issues generally on the basis of her outstandingly successful role at the time of the visit.

7.2 That follow up was taking place with *Scottish Field* and with a Swedish journalist who will be visiting Scotland in late October, but that

The

no major 'Scotland wide' PR initiatives were anticipated currently until Gothenburg reopens in May 2004.

7.3 That the 2006 Focus for PR amongst the Global Arts and Tourism Community had already begun with the creation of a 12pp brochure to get its members to plan to be in Scotland in 2006 for an exceptional 6th Global Conference. It will be unveiled at Lindsay California at the Murals Seminar there in mid October and communicated to Sheffield and Bowen in November by Prestoungrange; as well as via the dedicated 2006 Home pages at the Website.

7.4 The 2006 focus will be communicated to the town of Prestonpans via the '100% Business' car and by the content of *Brushstrokes # 6* in December.

Agreed:

7.1 That the Murals Trail leaflet was now out of print and the opportunity for it to be comprehensively updated and reprinted by May 2004 was available; and that this initiative might usefully be pursued in consultation with the Prestonpans Community Council to see if they would be willing to share in its cost along the lines of the Musselburgh and Inveresk 'Historic' Town Trail produced in 2002 although even without their support it should clearly proceed.

7.2 That such a publication would include architectural features of Prestonpans as well as the elements already promoted by the Arts Festival.

7.3 (Minute 03/41/6.3) That although the initial proposal that the Baron Courts might sponsor local and British Town Crying Competitions from 2004 by John Smith, the Prestonpans Town Crier, had not been feasible discussions should proceed to ensure that an initiative is taken and that he is able to be in attendance in 2006.

Confirmed:

7.1 That local artist Thomas Ewing had submitted his marquette for His commission to commemorate the Visit of The Lord Mayor on canvas with one copy going to the Lord Mayor at Christmas and the other being kept for The Gothenburg's own display in the Lord Mayor's Bar; and that it had been approved with delivery expected by end November.

Agreed:

7.4 (Minute 03/41/6.6) That the thorough review of follow up with all guests at the Dinner and the Luncheon will be undertaken, name by name by Anne Taylor at the next meeting of the Courts in Lindsay California. Anne Taylor would make the task an ALQ in her Diploma in Arts Tourism in the coming months.

8. Restoring Furnishing & Re-opening of *The Goth*

Reported: 8.1 That Stephen Larcombe continued to take matters forward but all real progress with the extension work was still being disrupted by Planning delays. Bill Robertson had continued throughout the interim with as much restoration work as feasible without the need for Consents, as had those dealing with the microbrewery and the bar/ tiles/ windows. Stephen Larcombe was remaining in touch with the Planning office which has verbally reported to Bill Richardson that with the final details of the car parking there are no other outstanding issues.

8.2 That Tony Gillingham was keeping all budgetary issues and spend under surveillance to ensure most careful management. In particular a full Review Meeting would be held on site with Bill Robertson, Stephen Larcombe, the Baron Sergeant and Dempster by mid-November to clarify the way forward in cost terms. This to include Stephen Larcombe's mandated to hold detailed discussions with Bill Robertson to reconsider cost variations.

8.3 That the microbrewery was now being installed as follow on from the completion of the arts and crafts tiling work and is expected to be completed by end November. An application for Grant Funds totalling £48,000 to Scotland UnLtd had been made with a decision available after December 1st with a formal meeting in Edinburgh that day if shortlisted.

Confirmed: 8.1 That Robert Atherton be commissioned by Anne Taylor to create etchings of Fowler's Ales (Prestoungrange) on the two picture windows into the microbrewery to new designs to be furnished by Mathew Boffin.

8.2 That the restoration and redecoration of the Lord Mayor's Bar was proceeding apace and the new custom built oak bar was excellent with arts and crafts motifs planned for three panels by Richard Powell.

8.3 That Richard Powell had confirmed that all his work on the Fewell Bar and fireplaces, the bookshelves for the Baron Courts Room and the new arts and crafts work on the Lord Mayor's Bar itself would be completed by October 31st and that Anne Taylor was intent on holding him to that deadline.

8.4 That the car parking area north of the High Street had now been purchased by Prestoungrange and Lady Prestoungrange, but that no

response had yet been received from the Council as to whether it would be willing to make its grassed area available for additional parking if the Baron Courts resurfaced and maintained it.

Agreed: 8.1 That with the completion of the Lord Mayor's Bar all restoration that is feasible has now been accomplished.

8.2 That Kate Hunter be commissioned as Interior Designer for the décor of the James Park Lounge, the Lord Mayor's Bar and the Thomas Nelson Suite and that the Prestoungrange tartan carpet would be used in the upstairs areas. Her designs were to be ready for discussion and agreement by the Baron Courts at its 44th Meeting on December 3rd.

8.3 That no decisions regarding interior furnishing whatever should be taken without formal consultations with Prestoungrange, this to include seating fabrics in the James Fewell Bar.

8.4 That in due course Robert Atherton and members of the Drawing and painting Classes should be commissioned for 'new' stained glass windows looking on to the upstairs landing from the WashUp and WineStore windows.

8.5 That the interior furnishings of The Gothenburg would necessarily accommodate the Three Janis MacNab Paintings, the Two McVeighs, the Lord Mayor's Celebration by Thomas Ewing and the Baronial Regalia.

8.6 That portraiture of the major benefactors of The Gothenburg in 1908 would also be required for display in the Thomas Nelson Suite and a photographic display extensive used in the James Park Lounge.

9. Global Arts & Tourism Association and Diploma Programme

Reported: 9.1 That all arrangements were now in hand for the attendance at the Lindsay California Murals Seminar and for visiting both Sheffield and Bowen in November.

9.2 That a 2006 Brochure with the draft Programme including Golf, Whisky, Totem Pole and Edinburgh Tattoo had been completed and the Bowen Seminar details for 2005 finalised for Prestoungrange's lunchtime presentation. Additional materials would be delivered in a presentation carrier bag being printed in Bulgaria.

9.3 That the Diploma Programme was proceeding well and the Baron Sergeand and Prestoungrange had met with Karl Schutz in Helsinki where he received an honorary doctorate for his lifetime devotion to Arts Tourism. He is acting as Set Adviser for the first cohort and has received the initial ALQs for discussion in Lindsay.

9.4 That Karl Schutz would be tabling his courseware materials for Starting A Mural City and the Set would update it for publication on the website of the Global Association.

9.5 That ALQs once assessed and amended would be accessible at the password protected area of the baron Courts website.

10. Any Other Business

Invitations to become Friends of The Baron Courts

10.1 That the invitations to Annemarie Allan and Jim Forster to consider whether they might wish to become Friends of the Charity remained open and Kristine Cunningham should also be apprised of the benefits accruing.

The Willie Park Cup 2006

10.2 That the Royal Musselburgh Gold Club had agreed to the proposal for a 2006 Golf Competition and the Baron Courts were to endow the trophy being The *Willie Park* Cup that trophy being a replica of The Old Club Cup itself. The Baron Sergeand is investigating how a replica can be created and the RMGC has suggested that at the same time a second replica might be made for their use since the original is kept at St Andrews.

Lodge Records for Aitchison Haven 1598-1764

10.3 The Aitchison's Masonic Lodge became dormant in 1952 but their Minute Book from 9th January 1598 is held by The Grand Lodge of Scotland and is the oldest available in the world. It predates Edinburgh (Mary Chapel) No. 1 which commences 31st July 1599 and appears on the Internet at www.grandlodgescotland.com/website/400.html

Agreed: 10.3 That a link to these historic documents should be made from the website forthwith under the Prestonpans Historical Society pages.

Statistical Account of East Lothian and Prestonpans

Reported: 10.4 That a copy of the Account for East Lothian had been purchased and that fort Prestonpans in particular was expected to be available before the year end.

Dunn and Findlay 1886 – 1953

10.5 That a search of the 4,182 drawings from the Dunn and Findlay archives is being made to establish whether the original plans for The Gothenburg are included.

Organigram for the Arts Festival and Gothenburg from May 2004

10.6 That an organisation chart has been prepared showing the corporate and contractual structures for the guidance of all as appended here.

Community Economic Development

10.7 That Jayne Stalker of CED in Prestonpans had been unable to keep an appointment but a meeting would be arranged in December if possible.

Photographic Archive

Agreed: 10.8 That it was in order for Linda Sneddon and Kristine Cunningham to begin making a major collection of excellent resolution pictures of all architecture and murals for use in literature from time to time. In particular the collection will be required for the 'Coffee Table' art book to be created for the 2006 Conference; Anne Taylor to retain the archive in the Baron Courts offices.

Funding for a Youth Group

10.9 That Andrew Crummy's proposal for the funding of a Youth Arts Group following his success with youths in the murals area should be followed through, with suggestions tabled at the 44th Meeting on December 3rd.

11. Dates and Times of Forthcoming Meetings

Confirmed: 11.1 That the 43rd Meeting of the Baron Courts (1998) will be held in Lindsay California during mid October at the Murals Seminar there with Karl Schutz in attendance.

11.2 That the Baron Sergeand will convene an Interim (43/ 44) Meeting

of the Baron Courts in mid November.

11.3 That the 44th Meeting of the Baron Courts will be held at The Prestoungrange Gothenburg on December 3rd 2003 commencing at 9.30 am

Annexure: 3.3 Invitation to Authorship

INVITATION TO AUTHORSHIP
PRESTOUNGRANGE HISTORY SERIES

1. The Baron Courts of Prestoungrange and Dolphinstoun invites authors to work with their successful series of historical booklets, for publication both as hardcopy and electronically on the Prestoungrange website www.prestoungrange.org
2. The goal of this series is to trace the history of Prestoungrange and Dolphinstoun and the neighbouring former baronial lands from earliest recorded times up to the 21st Century. A list of 'invitation' topics is available on request and all past copies may be perused at The Gothenburg, High Street, Prestonpans. The Baron Courts are also willing at all times to consider proposals for alternative topics that are congruent with their publishing goal.
3. The material will be published under the name of the principal author together with a brief biography (source details to be provided by the author) with a Foreword by Baron Prestoungrange or of Dolphinstoun. Content, in the form of a Word document *plus* an e-file which must include: (i) Text of approximately 10,000 words/equivalent; (ii) Bibliography laid out according to format guidelines to be supplied; (iii) some six or more images for inclusion in the completed work with any approvals necessary; and (iv) the autobiographical details required.
4. The Content submitted will be edited for publication and may also be edited for use in alternative formats such as resource packs for schools. Authors are welcome to make their own secondary use of the Content at any time subsequent to publication provided acknowledgement of the original source is given.
5. A maximum expense 'allowance' of £1,500 is available for research and creation of the Content payable as follows: (i) £100 within seven days of acceptance by the Series Editor of a two-page outline; (ii) £1,250 within seven days of acceptance of the full work including all items specified at 3(i)-(iv) above; and (iii) a final payment of £150 on publication of the hardcopy book. There will be no fees payable per se for authorship. In

the case of collaborative projects, expenses should be shared as may be agreed between the principal author and any other contributors who must always be acknowledged.

6. Six copies of the book will be supplied to the author, but no royalties will be payable, as all income from sales will be used to defray the cost of publication and further development of project at large. Extra copies can be purchased at the Author's Discount being 50% of the full published cover price.

7. Since it is important to maintain a schedule of editing and publication deadlines, once agreed, must be met and will only be extended under special circumstances by mutual agreement. The Baron Courts necessarily reserve the right not to pay the balance of any expenses at 5(ii)-(iii) in the event of missed deadlines or unacceptable final Content, or to reduce such expenses normally payable there under to defray any expenses they must necessarily incur to bring the Content to a state of appropriate readiness.

Signature of this document confirms that you accept the above terms and conditions -

Provisional Booklet Title: _____

Agreed Deadline: _____ 200 _____

I, _____ **, agree and accept these terms and conditions**

Date: _____ 200 _____

Annexure: 3.3 Invitation to Create a Work of Art

INVITATION TO CREATE A WORK OF ART ***PRESTOUNGRANGE ARTS FESTIVAL***

1. The Baron Courts of Prestoungrange and Dolphinstoun are a Scottish Charity and under the name Prestoungrange Arts Festival Society *inter alia* create works of art in

Prestonpans and its immediate vicinity that tell the history howsoever of the community and seek thereby to be socially inclusive and quite specifically to stimulate economic development. All its activities can be accessed at www.prestoungrange.org

2. The Prestoungrange Arts Festival receives grants and donations to fund the creation of many of its works of art works and some are donated either in whole or in part. This Invitation sets down the basis on which Prestoungrange Arts Festival agrees to work with all artists who are involved howsoever in this charitable activity. Precise details of any financial considerations including the phasing of payments shall always be set down in a separate letter to the artist that shall be attached to this Invitation once it is signed by both parties.

3. Once commissioned and commenced under this Invitation all such works of art become the property of the Charity unless a written agreement to the contrary is entered into even if no financial consideration is exchanged. Accordingly the Charity shall have any and all rights to exploit the work of art provided in a morally acceptable manner provided that any and all proceeds arising accrue to the Charity and the furtherance of its activities and that all other moral rights of the artist are recognised at all times. Specifically this requires that the Charity shall (i) always acknowledge the artist who created the work whenever and wherever the work is displayed or used; (ii) make every reasonable effort to put all proper enquirers after such an artist into contact therewith via the last notified address of the artist with proper despatch; and (iii) accord permission in all respects for the artist, for the artist's sole benefit if that is so wished, to make personal use and use in conjunction with others of the said work of art provided it shall never be done in such a manner as to restrict the Charity's rights to make use of the work of art for the furtherance of its own purposes, and if and when so doing that the artist shall acknowledge the origins of the work of art as being with the 'Prestoungrange Arts Festival' and indicate where the original can be found.

4. All artists working under the terms of this Invitation shall provide a marquette of their intended work prior to commencement that must be approved by the Prestoungrange Arts Festival and that marquette shall remain the property of the Prestoungrange Arts Festival to be used as appropriate under the same terms as are given at 3. above.

5. Prestoungrange Arts Festival warrants that it will provide all appropriate technical support including preparation of any surfaces for the work of art and such other resources as shall be individually agreed upon and secure any necessary consents from property owners or authorising bodies for the execution and subsequent display of the work of art. During the preparation of the work of art the artist shall ensure that all necessary personal insurance whilst at work and for the work-in-progress are in place but once completed and delivered to Prestoungrange Arts Festival the Charity accepts that it shall thereafter be responsible for the safekeeping of the work of art.

6. The artist warrants that the work of art once the marquette has been accepted shall be executed timeously as shall be mutually agreed upon at the time of commissioning.

7. Prestoungrange Arts Festival warrants that it will do all it reasonably can to protect and maintain the work of art in an appropriate manner and to display it and the artist warrants that all necessary reasonable assistance and advice to this end shall be given timeously as may be required.

8. Whensoever any publicity or publication or other eventuality directly associated with the work of art shall occur Prestoungrange Arts Festival warrants that it shall as best it can inform the artist and the artist agrees to attend whensoever that may be possible to assist the Charity in the furtherance of activities. Where publications or artefacts including reproductions are made by the Charity the artist shall always be entitled to receive gratis one copy of each such publication or artefact and if there shall be any question concerning the moral rights of the artist in such respect the artist shall always be consulted but shall never withhold any necessary consents unreasonably.

9. Whensoever the work of art is executed on a property belonging to a third party that third party shall also be required to accept appropriate and necessary conditions for the work of art to continue thereat and be displayed without obstruction howsoever for a reasonable life cycle and that if such property shall be sold for the right to complete that life cycle to be a condition of the sale or for suitable arrangements for relocation to be made. Such acceptance shall be embraced in an exchange of correspondence attached to this Invitation.

Provisional Title of Work of Art: _____

Agreed Completion Deadline: _____

I agree and accept this Invitation together with any associated details set down in accompanying correspondence _____

Signed on behalf of the Prestoungrange Arts Festival _____ **Date:** _____