

THE
CHARITY.

**BARON COURTS OF PRESTOUNGRANGE &
DOLPHINSTOUN LIMITED**

Memorandum and Articles of Association

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DSR/WI/26/4

COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

BARON COURTS OF PRESTOUNGRANGE & DOLPHINSTOUN LIMITED

1 Name

The name of the Company is "Baron Courts of Prestoungrange & Dolphinstoun Limited" (the Charity).

2 Registered Office

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

3 Objects

The Charity is established for the purpose of the advancement of education in relation to the industrial and agricultural heritage of the Baronies of Prestoungrange and Dolphinstoun and the surrounding areas of East Lothian, including in particular research, study and dissemination of local history and artistic traditions and the economic and environmental issues affecting the same.

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 and assistance.
- 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, feu, 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;
 - 5.2.5 in exceptional cases, other payments or benefits (but, where appropriate, only with the written approval of the Inland Revenue in advance).
- 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.
- 5.4 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.
- 5.5 This clause may not be amended without the prior written consent of the Inland Revenue.

6 Limited Liability

The liability of members is limited.

7 Guarantee

Every member undertakes (a) to make payment of a sum of ONE THOUSAND POUNDS (£1,000) 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 as 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.

8.2 A final report and statement of account shall be sent to the Inland Revenue.

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

1. Gordon Stanley Clifford Park with Westinghouse, Lincoln and
Barney Westinghouse
The main house with the water, north of, same as no 3 & 4
2. Arthur Barbara with Lady of Westinghouse, from B. H. H.
No main house with the water, north of, same as no 3 & 4
3. Arthur Barbara Clifford with, to 7 Westinghouse
132 Skipton Road, Valley, - 29 9 B. H.
4. Julia Gowan Clifford with
Barney of Polytechnic
31. Clifford House, Oxford St 28 B. H.

Saban C. W.

DATED:

1st 2nd 2002

WITNESS to the above signatures:-

Wieder auf

2010-2011

100-304-0234

SECRET

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

BARON COURTS OF PRESTOUNGRANGE & DOLPHINSTOUN LIMITED

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 of Association;
 - 1.4.2 is approved by the Trustees (who may decline any such application for membership at their 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 21 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 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 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;

- 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 1990 Act to govern proceedings at general meetings;
- 5.4 to make Rules consistent with the Memorandum, these Articles, the Acts and the 1990 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 1990 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 1990 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 Inland Revenue 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, 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
1990 Act	means the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990
AGM	means an annual general meeting of the Charity

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 or Baron Sergeant	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 1990 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

1. Crossed Turkey river.
Gave some very different data wind
Saw 57 Crested Kinglets.
The same hour, with the Nelson, nothing but line not 304.
2. Subalich.
Three different wind, 5000 ft of Crested Kinglets.
The same hour, with the Nelson, nothing but line not 304.
3. Another section of the same wind 4000 ft of Crested Kinglets
132, Skipton Road, Tully, L25 9BQ.
4. Subalich.
Three different wind.

31 Bland bird band. at first ok. 2 803
DATED: june 2nd 2002

WITNESS to the above signatures:-

Sybil Bizen
SYLVIA BURGESS
16 BEECH CLOSE
BUCKINGHAM MK18 1PG