

Company number: SC288830

THE COMPANIES ACTS 1985 - 1989

*Company limited by guarantee
and not having a share capital*

**MEMORANDUM &
ARTICLES of ASSOCIATION**

of

Moulin Kirk Trust

Incorporated on 12th August 2005
and amended on 11th April 2008

Scottish Charity Number SC036883

J. & H. Mitchell, W.S.
Pitlochry and Aberfeldy

THE COMPANIES ACTS 1985 -1989

Company limited by guarantee and not having a share capital

MEMORANDUM of ASSOCIATION

of

Moulin Kirk Trust

The Memorandum of Association sets out the Objects of the Company and the Powers conferred upon it to enable it to achieve its Objects, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.

NAME

1. The name of the company is "Moulin Kirk Trust" ("the Trust").

REGISTERED OFFICE

2. The Registered Office of the Trust is situated in Scotland.

DEFINITIONS

3. (a) The definitions and meanings specified in Article 1 (b) of the Trust's Articles of Association shall have effect as if repeated in this Memorandum of Association.
(b) In this Memorandum, the following additional words shall have the following meanings ascribed to each of them:

WORDS

MEANINGS

"Collection"

- that body of material evidence having collective or individual historical, artistic or scientific importance, the possession of which enables the Trust to be recognised as a Museum.

"Museum"

- any museum operated by the Trust, which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit

"Objects"

- the Objects of the Trust detailed in Clause 4 of the Memorandum

"Specimen"

- any individual item, artefact, photograph or other item or group of items comprised in the Collection.

4. The Objects of the Trust are to advance and promote the education of the general public, and in particular the inhabitants of Moulin and Pitlochry in Perthshire, in the heritage, history and culture of the locality, by associating with voluntary organisations, local authorities and other bodies, together with the local communities and those associated therewith, in a common effort to create, maintain, develop and promote a museum and/or a centre for local history, family history and genealogy.

POWERS

5. The Trust shall have the following powers (but only in furtherance of the Objects):

Museum

- (a) To introduce, maintain, manage, develop and promote a local history, family history and genealogy centre and/or museum with ancillary services and provisions.
- (b) To bring together, hold, house, conserve, document, interpret and maintain adequately a Collection in respect of which there will be a strong presumption against the subsequent disposal of any item.
- (c) To display, interpret and publicise the Collection for the public benefit; permitting access to research workers, school children and others, always providing that the safety and security of the Collection are not thereby endangered.
- (d) To permit with suitable safeguards the loan of any Specimen for exhibition or research.
- (e) To promote and assist in the collating and recording of historical, ethnological, archaeological, biological, geological or other related specimens and information appropriate to the Objects.
- (f) To adopt a written Collection Policy and review it at least once every five years, defining the types of Specimens to be collected in regard to their relevance to the Museum.
- (g) To maintain an accurate and current Record of all Specimens within the Museum, including all specimens acquired for, gifted or on loan to or from the Collection.
- (h) To appoint a named person, appropriately qualified or experienced, as Curatorial Advisor, being responsible to the Trustees for the care and development of the Collection in accordance with the provisions of this Memorandum.

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;
- (j) to provide advice, consultancy, training, tuition, expertise and assistance;
- (k) to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- (l) 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;

Property

- (m) 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;
- (n) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;
- (o) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

Employment

- (p) 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;

Funding and Financial

- (q) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust;
- (r) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- (s) 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;
- (t) to set aside funds not immediately required as a reserve or for specific purposes;
- (u) 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;
- (v) to make grants or loans of money and to give guarantees;

Development

- (w) to establish, manage and/or support any other charitable organisation, and to make donations for any charitable purpose falling within the Objects;
- (x) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- (y) 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 charitable organisation;
- (z) to enter into contracts to provide services to or on behalf of others:

Insurance and Protection

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

Ancillary

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

Declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal.

CONSTRAINTS ON PAYMENTS OR BENEFITS TO MEMBERS

- 6. (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 of the Trust, whether by way of dividend, bonus or otherwise.
- (c) No Trustee of the Trust 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 Trustees 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.

LIMIT OF LIABILITY

- 7. (a) The liability of the members is limited.
- (b) Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Trust if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

DISSOLUTION

- 8. (a) The winding-up of the Trust may take place only on the decision of not less than 75% of its members who are present and voting at an EGM 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 preferably operating within the Pitlochry or wider Perthshire area and 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 not less than 75% of the members who are present and voting at an EGM called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 75% of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, by an arbiter appointed on its behalf by the Sheriff of Tayside, Central and Fife at Perth, the decision of such arbiter being final and binding upon the Trust, with the costs thereof being borne by the Trust.

WE, the Subscribers to this Memorandum of Association, wish to be formed into a limited company pursuant to this Memorandum.

Names and Addresses of Subscribers

1. _____
The Very Reverend Graham Forbes, CBE
Provost of St.Mary's Cathedral, Edinburgh
2 Kirkmichael Road, Moulin,
Pitlochry, Perthshire PH16 5EH

2. _____
Ms. Eleanor Jane Howie
Local Authority Councillor
Moulina
Pitlochry, Perthshire PH9 0NB

3. _____
Mrs. Katherine Margaret Liney
retired
8 Knockard Crescent,
Pitlochry, Perthshire PH16 5JG

4. _____
Neil Norman Morrison MacDonald
caterer
Viewfield, 3 Knockard Road,
Pitlochry, Perthshire PH16 5HJ

5. _____
Christopher Tomlinson
hotelier
Duntrune House, East Moulin Road,
Pitlochry, Perthshire PH16 5HY

6. _____
Mrs. Constance Margaret Walters
retired
16 East Moulin Road,
Pitlochry, Perthshire PH16 5HU

7. _____
Alexander Campbell Wilson
business and project management
24 Bonnethill Road,
Pitlochry, Perthshire PH16 5BS

Dated 6 August 2005

Witness to the above signatures: _____

Name: Alexander Murrie Dewar

Occupation: *retired*

Address: Blairmount
8 Kirkmichael Road
Moulin
Pitlochry, Perthshire PH16 5EH

THE COMPANIES ACTS 1985 - 1989

Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION

of

Moulin Kirk Trust

The Articles of Association provide the administrative constitution of the Company, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.

I

DEFINITIONS

1. (a) The regulations contained in Table C in the Companies (Tables A to F) Regulations 1985, or as may be amended or re-enacted, shall not apply to the Trust.
- (b) In these Memorandum and Articles of Association, the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS	MEANINGS
the Act	– the Companies Act 1985 as amended and every statutory modification and re-enactment thereof for the time being in force.
AGM	– the Annual General Meeting.
Articles	– these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Board	– the Board of Trustees.
Board of Trustees	– the Board of Directors of the Trust.
Chapter	– any section of these Articles headed by a roman numeral, the reference thereto specifying the relative Chapter number.
clear days	– in relation to a period of notice means 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.
EGM	– Extraordinary General Meeting.
in writing	– written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory (albeit electronically-based) form.

members	– all members of the Trust
Memorandum	– the Memorandum of Association relative to these Articles, in force from time to time.
month	– calendar month.
Office	– the Registered Office of the Trust.
organisation	– any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
property	– any property, assets or rights, heritable or moveable, wherever situated in the world.
Subscribers	– those persons and/or organisations who have subscribed both the Memorandum and these Articles.
Trust	– Moulin Kirk Trust
Trustee(s)	– Director(s) for the time being of the Trust.

- (c) Words importing the singular number only shall include the plural number, and *vice versa*; and
- (d) Words importing the masculine gender only shall include the feminine gender.
- (e) Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

- 2. The Trust is established to achieve the Objects expressed in the Memorandum.

II GENERAL STRUCTURE OF THE TRUST

- 3 The structure of the Trust comprises:
 - (a) **Members** - who have the right to attend the AGM (and any EGM) and have important powers under these Articles and the Act, particularly in electing people to serve as Trustees and taking decisions in relation to any changes to these Articles; and
 - (b) **Trustees** - who hold regular meetings between each AGM, set the strategy and policy of the Trust, generally control and supervise the activities of the Trust and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Trust.

III MEMBERSHIP

- 4. The members of the Trust shall consist of the Subscribers and such other persons and organisations as are admitted to membership in terms of this Chapter.

5. Membership shall be open to any individual over the age of 16 who, or any organisation which, is interested in the Objects who is accepted for membership having applied therefor in terms of Chapter IV.
6.
 - (a) Each member which is an organisation shall, within one month of admission to membership, appoint one named Authorised Representative and, if it wishes, one named Depute. The Authorised Representative, whom failing the Depute, shall represent and act for such member at all General Meetings of the Trust. The Depute may represent and act for such member only in the absence of the Authorised Representative.
 - (b) Any change in the appointment of an Authorised Representative, and/or of a Depute, may be made at any time by the appointing member, but only by written notice served by the appointing member at the Office. Such notice will take effect two clear days after its receipt at the Office to allow sufficient time for the appointing member to serve a copy of the notice to anyone named therein.
 - (c) In the case of any dispute as to the correct Authorised Representative and/or Depute serving at any time, the matter will be settled by the Secretary in accordance with the most recent notice validly received at the Office.
7. Employees of the Trust shall not be eligible for membership and may not act as Authorised Representative or Depute of one. A person who becomes an employee of the Trust after admission to membership shall automatically cease to be a member or an Authorised Representative or Depute thereof.
8. The Board shall maintain a Register of Members, setting out all relevant details of each member and the relative category of membership, together where relevant with details of the Authorised Representative and Depute.

IV

APPLICATION FOR MEMBERSHIP

9. Any individual who or organisation which wishes to become a member of the Trust must sign a written application for membership in the form prescribed, if any, by the Board from time to time and lodge it at the Office (or other address specified therein).
10. The Board shall consider promptly such applications for membership and shall inform each applicant whether he, she or it has been successful, the decision of the Board in these respects being final. The Board may, at its discretion, refuse to admit any individual or organisation to membership, except for reasons of gender, sexuality, race, religion or politics.
11. A successful application for membership will not become effective until payment of the appropriate annual membership subscription has been received.

V

MEMBERSHIP SUBSCRIPTIONS

12. Members shall be required to pay the appropriate annual membership subscription, if any.
13. The members may at any or each AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories). Only those members who have paid

their current subscription (where these are fixed) are entitled to take part in and vote at any General Meeting.

14. If the membership subscription payable by any member remains outstanding for more than three calendar months after the date on which it fell due (and providing the member in question has been given at least one written reminder), the Board may expel that member from membership.
15. An individual who or organisation which ceases (for whatever reason) to be a member shall not be entitled to any refund of membership subscription.

VI CESSATION OF MEMBERSHIP

16. Any member, or Authorised Representative or Depute thereof appointed in terms of Chapter III, may no longer serve as such in any one or more of the following events:
 - (a) if by notice in writing to the Office he, she or it resigns his, her or its membership; or
 - (b) if, being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors generally; or
 - (c) if, being an individual, he or she becomes prohibited from being a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
 - (d) if the terms of Article 14 are invoked by the Board; or
 - (e) if a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Trustees, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
 - (f) if, being an individual, he or she dies; or
 - (g) if, being an organisation, it goes into receivership, goes into liquidation dissolves or otherwise ceases to exist.
17. Membership is neither transferable nor assignable to any other individual or organisation.

VII GENERAL MEETINGS (Meetings of Members)

18. The Board shall convene an Annual General Meeting in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Trust. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
19. The business of each AGM shall include:
 - (a) the report by the Convenor on the activities of the Trust;
 - (b) the election of Trustees;
 - (c) the fixing of annual subscriptions;

- (d) the report of the independent financial examiner;
 - (e) approval of the annual accounts of the Trust; and
 - (f) appointment of the independent financial examiner.
20. (a) All General Meetings, other than AGMs, shall be called Extraordinary General Meetings.
- (b) The Board may convene an EGM whenever it thinks fit.
- (c) The Board must convene an EGM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than one-fifth of the members, must clearly state the objects of the meeting and must be deposited at the Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
21. (a) 21 clear days' notice at the least shall be given of every AGM and EGM.
- (b) The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the specific nature of that business.
- (c) The notice shall be sent, in the manner specified in Chapter XXII, to all members and to such persons or organisations as are under these Articles or under the Act entitled to receive such notices.
- (d) With the consent of all of the members having the right to attend and vote thereat, a General Meeting (other than an AGM) may be convened by such shorter notice as they may think fit in the circumstances.
- (e) The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any AGM or EGM.

VIII CONVENOR OF GENERAL MEETINGS

22. The Convenor of the Trust, whom failing the Vice-Convenor of the Trust (if any), shall chair each General Meeting. If neither the Convenor nor the Vice-Convenor is present and willing to chair the meeting within 15 minutes after the time at which the AGM or EGM in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will chair that meeting.

IX QUORUM AT GENERAL MEETINGS

23. The quorum for a General Meeting shall be 8 members, present in person (or, if an organisation, via its Authorised Representative or Depute). No business shall be dealt with at any General Meeting unless a quorum is present.
24. If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the person chairing the meeting.

X VOTING AT GENERAL MEETINGS

25. The person chairing the meeting (see Chapter VIII) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

26.
 - (a) Each member of the Trust shall have one vote, to be exercised in person (which, where it is an organisation, is to be exercised in person by its Authorised Representative or Depute appointed in terms of Chapter III).
 - (b) Voting cannot be by proxy.
 - (c) In the event of an equal number of votes for and against any resolution, the person chairing the meeting shall have a casting vote as well as any deliberative vote.

27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.

28. A resolution put to the vote at an AGM or EGM shall be decided verbally or on a show of hands only.

29. 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 members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:
 - (a) to alter the name of the Trust; or
 - (b) to amend the Objects; or
 - (c) to amend these Articles; or
 - (d) to wind up of the Trust in terms of Clause 8 of the Memorandum of Association; or
 - (e) to purchase or sell or to grant a lease over any heritable property owned by or leased to the Trust or any of its subsidiaries and to purchase or take the tenant's part in any lease or sub-lease of heritable property wherever situated; or
 - (f) to form, acquire or dispose of any subsidiary; or
 - (g) to acquire or dispose, whether by the Trust or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the Trust or by any of its subsidiaries in any formal trust or joint venture; or
 - (h) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Trust or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
 - (i) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the Trust; or
 - (j) all other Special Resolutions.

30. A resolution in writing signed by or on behalf of all or a sufficient majority of the members (as specified in terms of Article 29) shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held. Such resolution may consist of several documents in the same form, each signed by or on behalf of one or more members.

XI
APPOINTMENT OF TRUSTEES

31. The affairs of the Trust shall be directed and managed by a Board of Trustees appointed in terms of this Chapter. 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 Act.
32. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively), the number of Trustees shall be not less than three nor more than thirteen.
33.
 - (a) The Subscribers, and any one or more individual persons whom they choose to co-opt as Co-opted Trustees in terms of Article 39, shall comprise the Interim Board of Trustees.
 - (b) The Interim Board shall remain in office until the first General Meeting of the Trust, to be held as soon as practicable after incorporation, at which time each Trustee on the Interim Board shall retire, but may remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of Article 35(c)).

Composition of Board

34. From and after the first General Meeting of the Trust, the Board shall comprise:
 - (a) up to six individual persons elected as Trustees by the members in terms of Article 35 (“the Elected Trustees”); and
 - (b) up to two individual persons appointed by the North Perthshire Family History Group, an unincorporated association originally constituted in Pitlochry on 3rd May 2002, or its successors, in terms of Article 36 (“the Appointed Trustees”); and
 - (c) one of the Councillors for Ward 4 Highland in the Perth & Kinross Council, or its successors, in terms of Article 37 (“the Council Trustee”); and
 - (d) up to one individual person appointed by the heritable proprietors for the time being of Moulin Kirk (who can be one of the proprietors or their nominee) in terms of Article 38 (“the Owners’ Trustee”); and
 - (e) up to three individual persons co-opted in terms of Article 39 (“the Co-opted Trustees”).

Elected Trustees

35.
 - (a) At the first General Meeting held in terms of Article 33(b), the members shall elect up to six Elected Trustees.
 - (b) Provided that the first General Meeting in terms of Article 33(b) hereof is held before the first AGM, there shall be no change in or election of Trustees at the first AGM (except to the extent of filling by co-option any vacancies in the Board left over after the first General Meeting or caused by any retirements since).
 - (c) At the second and each subsequent AGM, one-third of the Elected Trustees (or the nearest number upwards) shall retire from office. A retiring Elected Trustee shall retain office until the close or adjournment of the meeting. A retiring Trustee shall be eligible for re-election after one term of office, but no Trustee can serve more than three consecutive terms of office, without at least one year out of office before being eligible again.

- (d) If no other Trustee has or Trustees have decided or agreed to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- (e) Nomination of any Elected Trustee shall be in writing by not less than any two members. The nominee, who must be a member, shall confirm his or her willingness to act as an Elected Trustee if elected and if required shall provide a statement to explain the nominee's suitability. Except for the General Meeting held in terms of Article 33(b), at which nominations can be served validly until immediately before the start of the meeting itself, all nominations to be valid must be delivered to the Office not less than seven days prior to the date of the AGM in question.
- (f) Election of any Elected Trustee shall be by vote of the members, each member having one vote for each vacancy in the Elected Trustees on the Board.

Appointed Trustees

36. Up to two individuals, who do not need to be members of the Trust on appointment, but must become members at least for the duration of their trusteeship, to be appointed by the said North Perthshire Family History Group, or its successors, in respect of which the following shall apply:
- (i) On receipt of the Notice for each AGM of the Trust, including the first General Meeting held after incorporation, the said North Perthshire Family History Group (or its successors) shall serve a written notice at the Office to intimate the Trustee or Trustees being appointed by it at the AGM. Such written notice must be at the Office not less than forty-eight hours before the start of the Annual General Meeting, failing which the Trustee(s) previously appointed by it shall remain in office.
 - (ii) The said North Perthshire Family History Group (or its successors) may appoint or remove its own appointed Trustee or Trustees at any time, by written notice to that effect served at the Office not less than forty-eight hours before the meeting at which the change is to take effect. Any notice intimated within forty-eight hours of a meeting of the Board or of the members of the Trust shall not take effect until the following meeting.

Council Trustee

37. One of the Councillors for Ward 4 Highland in Perth & Kinross Council, or its successors, shall be a Trustee.

Owners' Trustee

38. Up to one individual, who do not need to be a member of the Trust on appointment, but must become a member at least for the duration of his or her trusteeship, to be appointed by the heritable proprietors of Moulin Kirk, Moulin, Pitlochry, Perthshire, or their successors (and can be one of the heritable proprietors or their nominee), in respect of which the following shall apply:
- (i) On receipt of the Notice for each AGM of the Trust, including the first General Meeting held after incorporation, the said heritable proprietors (or their successors) shall serve a written notice at the Office to intimate the Trustee being appointed by them at the AGM. Such written notice must be at the Office not less than forty-eight hours before the start of the Annual General Meeting, failing which the Trustee previously appointed by it shall remain in office.

- (ii) The said heritable proprietors (or their successors) may appoint or remove their appointed Trustee at any time, by written notice to that effect served at the Office not less than forty-eight hours before the meeting at which the change is to take effect. Any notice intimated within forty-eight hours of a meeting of the Board or of the members of the Trust shall not take effect until the following meeting.

Co-opted Trustees

- 39. Up to three individuals may be co-opted from time to time by the Board of Trustees itself, as follows:
 - (a) Subject to Article 39(c), a Co-opted Trustee shall serve until the next AGM after his or her co-option.
 - (b) A Co-opted Trustee can be re-co-opted at such next AGM.
 - (c) A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.
 - (d) For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he or she attends.
- 40. The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Trustee elected in terms of Article 35, from or after the date of such retiral or deemed retiral until the next AGM.

XII RETIRAL OF TRUSTEES

- 41. Any trustee must cease to be a Trustee in any one or more of the following events:
 - (a) if he or she is prohibited from being a member in terms of Chapter VI; or
 - (b) if being an Elected Trustee, he or she ceases to be a member;
 - (c) if he or she holds any office of profit or is employed by the Trust (except where the provisions of Clause 6(d)(ii) of the Memorandum shall apply); or
 - (d) if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office 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
 - (e) if he or she is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
 - (f) if by notice in writing to the Office he or she resigns his or her office.

XIII CONVENOR AND VICE-CONVENOR

- 42. The Board shall meet as soon as practicable immediately after each AGM to appoint both a Convenor and, if desired, a Vice-Convenor of the Trust from the Board (either or both of whom can be Co-opted Trustees).

XIV PERSONAL INTERESTS

- 43. Any Trustee and/or employee who has a personal interest 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. A personal interest includes not only the interest of the Trustee or employee in question, but also his or her partner, close relative or business associate, or any firm of which he is

a partner or employee, or any limited company of which he is a director, employee or shareholder of more than 5% of the equity.

44. Additionally, the Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Trust and, with the express prior written approval of the Trustee or employee concerned, by members of the public.
45. Whenever a Trustee finds that there is a personal interest, as defined in Article 43, he or she has a duty to declare this to the Board meeting in question. It will be up to the person chairing the meeting in question to determine:
 - (a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
 - (b) whether the Trustee in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
 - (c) whether the Trustee in question should be required to be absent during that particular element of the meeting and, in terms of Article 46 (b), where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.

XV

QUORUM AT BOARD MEETINGS

46.
 - (a) The quorum for Board meetings shall be not less than 50% of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.
 - (b) 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.

XVI

MEETINGS OF THE BOARD OF TRUSTEES

47.
 - (a) 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.
 - (b) Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Article 29), which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
 - (c) A Trustee may, and on the request of a Trustee the Company Secretary shall, at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.
48. The Convenor, whom failing the Vice-Convenor (if any), shall be entitled to chair all Board meetings at which he or she shall be present. If at any meeting neither the Convenor nor the Vice-Convenor is present and willing to chair the meeting within

15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to chair the Board meeting, which failing the meeting shall be adjourned until a time when the Convenor or Vice-Convenor will be available.

49.
 - (a) The person chairing the Board meeting shall 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.
 - (b) The decisions requiring a Special Resolution (as listed in Article 29) cannot be taken by the Trustees alone, but must also be taken by the members in terms of Article 29 and only thereafter acted upon by the Board as directed by the members.
 - (c) In the event of an equal number of votes for and against any resolution at a Board meeting, the person chairing the meeting shall have a casting vote as well as a deliberative vote.
50. The Board may delegate any of its powers to sub-committees, each consisting of not less than one Trustee and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. 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 superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.
51. The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
52. All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee 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 or had duly continued in office and was qualified to be a Trustee.
53. 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.
54. No alteration of the Memorandum or Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

55. The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in Article 32 may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.
56. The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.

**XVII
ANCILLARY REGULATIONS**

57. The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to the Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.

**XVIII
COMPANY SECRETARY, MINUTE SECRETARY,
TREASURER & PRINCIPAL OFFICER**

58. The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.
59. The Board may appoint a Minute Secretary, for the purposes of Article 51, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract.
60. The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract. Whilst in post, the Treasurer may be required to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wish to keep confidential to itself.
61. The Board may appoint a Principal Officer of the Trust on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.

**XIX
HONORARY PATRON(S)**

62. The members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Trust, who would be appointed either for such fixed period as those members determine or for an unspecified period until such appointment be terminated by them. 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.

XX
FINANCES

63. The banking account or accounts of the Trust shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
64. 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.
65. The Board shall ensure that all funds and assets of the Trust are applied towards achieving the Objects.

XXI
ACCOUNTS

66. The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.
67. The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined 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 the members of the Trust.
68. Once at least in every year, or as otherwise provided for by the Act, the accounts of the Trust shall be examined and their correctness ascertained by an independent financial examiner, who shall be appointed by the Board on the direction of members in General Meeting.
69.
 - (a) At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the Trust).
 - (b) The accounts shall be accompanied by proper reports of the Board and the independent financial examiner.
 - (c) Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting at which they fall to be approved, be delivered or sent to all members, Trustees, the Company Secretary and the independent financial examiner, or otherwise be available for inspection on the website of the Trust (with the independent all members, Trustees, the Company Secretary and the independent financial examiner being made aware that they are so available for inspection there).

XXII
NOTICES

70. 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 or its registered address as appearing in the Register of Members.

71. 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 despatched.
72. 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.
73. The business of the Trust and all its correspondence with and notification to or from members 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 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.

XXIII INDEMNITY

74. Subject to the terms of the Act and without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Company 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 or she may actually receive and 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.

XXIV ALTERATION OF MEMORANDUM & ARTICLES OF ASSOCIATION

75. Subject to the terms of Article 29, no alteration in the Memorandum and/or these Articles may at any time be made unless by the decision of 75% of the members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

XXV DISSOLUTION

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

Names and Addresses of Subscribers

1.

The Very Reverend Graham Forbes, CBE
Provost of St.Mary's Cathedral, Edinburgh
2 Kirkmichael Road, Moulin,
Pitlochry, Perthshire PH16 5EH

2.

Ms. Eleanor Jane Howie
Local Authority Councillor
Moulina
Pitlochry, Perthshire PH9 0NB

3.

Mrs. Katherine Margaret Liney
retired
8 Knockard Crescent,
Pitlochry, Perthshire PH16 5JG

4.

Neil Norman Morrison MacDonald
caterer
Viewfield, 3 Knockard Road,
Pitlochry, Perthshire PH16 5HJ

5.

Christopher Tomlinson
hotelier
Duntrune House, East Moulin Road,
Pitlochry, Perthshire PH16 5HY

6.

Mrs. Constance Margaret Walters
retired
16 East Moulin Road,
Pitlochry, Perthshire PH16 5HU

7.

Alexander Campbell Wilson
business and project management
24 Bonnethill Road,
Pitlochry, Perthshire PH16 5BS

Dated 6 August 2005

Witness to the above signatures: _____

Name: Alexander Murrie Dewar

Occupation: *retired*

Address: Blairmount
8 Kirkmichael Road
Moulin
Pitlochry, Perthshire PH16 5EH