Company number: SC288830

THE COMPANIES ACT 2006

ARTICLES of ASSOCIATION

of

Moulin Kirk Trust

Company limited by guarantee
and not having a share capital

(Scottish Charity Number SC036883)

Incorporated on 12 August 2005
These Articles of Association being adopted by Special Resolution on 21st June 2021

J&H Mitchell WS
SOLICITORS & ESTATE AGENTS
Since 1836

ARTICLES of ASSOCIATION
of
Moulin Kirk Trust

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THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION

of

Moulin Kirk Trust

1 NAME AND REGISTERED OFFICE

1.1 The name of the company is “Moulin Kirk Trust” (“the Trust”).

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

2 DEFINITIONS

2.1 Certain definitions and meanings, which apply throughout these Articles of Association and the Schedules hereto, are listed in Schedule 1 annexed to these Articles.

2.2 These Articles supersede any model Articles contained within the Companies Act or any regulations pertaining thereto.

2.3 Words importing the singular number only shall include the plural number, and *vice versa*.

2.4 A reference in these Articles to an Article is a reference to the relevant Article of these Articles unless expressly provided otherwise.

2.5 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.

2.6 Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2.7 The three Schedules to these Articles are deemed to form an integral part of these Articles.

3 CHARITABLE PURPOSES and POWERS

3.1 The Charitable Purposes of the Trust ("the Charitable Purposes") 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.

3.2 The Trust shall have powers, but only in furtherance of its Charitable Purposes, as expressed in Schedule 2 annexed to these Articles.

4 GENERAL STRUCTURE OF THE TRUST

The structure of the Trust comprises:

4.1 **Members** - who have the right to attend the AGM and any other General Meeting and have important powers under these Articles and the Companies Act, particularly in electing fellow Members to serve as Trustees and taking decisions in relation to any changes to these Articles; and

4.2 **Trustees** - who hold regular meetings between each General Meeting, 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.

5 MEMBERSHIP

5.1 Members

5.1.1 The Members of the Trust shall consist of the membership as at the date of adoption of these Articles and such other persons and organisations as are admitted to membership in terms of this Article.

5.1.2 Membership shall be open to any individual over the age of 16 who, or any organisation which, is interested in the Purposes and who has applied for membership and is accepted for membership in terms of these Articles.

5.2 Application for Membership

5.2.1 Any individual who, or organisation which, supports the Charitable Purposes and 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 with the Trust.

5.2.2 The Board shall consider such applications for membership promptly and shall inform each applicant whether they have been successful the decision of the Board in these respects being final.

5.2.3 The Board may, at its discretion, decline to accept any application for membership, except for any of the protected characteristics within the Equality Act 2010, namely: age, disability, sex, sexual orientation, gender reassignment, race, religion or belief, marriage and civil partnership, or pregnancy and maternity, and need not give its reasons for doing so.

5.2.4 A successful application for membership will not become effective until payment of the appropriate annual membership subscription, if any, has been received.

5.3 Authorised Representatives of Organisations

5.3.1 Each Member which is an organisation shall, within one month of admission to membership, appoint one named Authorised Representative and one Named Depute. The Authorised Representative, whom failing the Named Depute, shall represent, act and vote for such Member at all AGMs and General Meetings of the Trust. The Named Depute may represent, act and vote for such Member only in the absence of the Authorised Representative.

5.3.2 Any change in the appointment of an Authorised Representative, and/or of a Named Depute, may be made at any time by the appointing Member, but only by written notice served by the appointing Member to the Trust. Such notice will take effect in respect of any meeting taking place 48 hours or more after receipt of the notice to the Trust to allow sufficient time for the appointing Member to serve a copy of the notice to anyone named therein and to enable the Trust to act upon such notification.

5.3.3 In the case of any dispute as to the correct Authorised Representative and/or Named Depute serving at any time, the matter will be settled by the Secretary in accordance with the most recent notice validly received by the Trust.

5.4 Employees

Employees of the Trust shall not be eligible for membership and may not act as Authorised Representative or Named 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 Named Depute thereof.

5.5 **Register of Members**

5.5.1 The Board shall maintain a Register of Members, in accordance with section 113ff of the Companies Act, setting out all relevant details of each Member and the relative category of membership, together where relevant with details of the Authorised Representative and Named Depute.

5.5.2 The Register of Members is open to all Members of the Trust.

5.5.3 The Register of Members is open to non-members of the Trust, provided that the applicant provides:

(a) the applicant's name and address;

(b) the purpose for which the information is to be used; and

(c) whether the information will be disclosed to any other person and, if so, the name and address of that other person and the purpose for which the information is to be used by that other person.

The Trust must within 5 working days either supply the information, subject to the data protection rights of its Members, or apply to the Court for an order that the application is not for a proper purpose (and intimate this to the applicant). Where the information is provided, the Trust may charge a fee for providing the information.

5.6 **Membership Subscriptions**

5.6.1 Members shall be required to pay the appropriate annual membership subscription, if any.

5.6.2 The Members may at each or any AGM fix any annual subscriptions (and, if relevant, different rates thereof for different categories), as well as any concessionary rates to apply (together with any conditions of and/or timescale for any such concessions).

5.6.3 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 or on any Written Resolution.

5.6.4 If the membership subscription payable by any Member remains outstanding for more than six calendar months after the date on which it fell due (and providing the Member in question has been given at least one written reminder), that Member's membership shall be treated as having lapsed, and the Trust will inform the lapsed Member of this.

5.6.5 If the terms of Article 5.6.4 are not invoked by the Board and the Member in question does not pay their annual subscription in full by the end of the subscription year, their membership will be treated as having automatically lapsed.

5.6.6 An individual who, or organisation which, ceases (for whatever reason) to be a Member shall not be entitled to any refund of membership subscription.

5.7 **Cessation of Membership**

Any Member, including an Authorised Representative or Named Depute thereof appointed in terms of Article 5.3, may no longer remain as such in any one or more of the following events:

5.7.1 if by not less than 7 days' prior notice in writing to the Trust they resign their membership; or

5.7.2 if the terms of Article 5.6.4 are invoked by the Board; or

5.7.3 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 clear days' previous notice specifying the intention to propose such a resolution and the grounds on which it is proposed shall have been sent

to all Trustees, all Members and the Company Secretary (if any) and also to the Member whose removal is in question, such Member being entitled to be heard at that meeting; or

5.7.4 if, being an individual, they die; or

5.7.5 if, being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist; or

5.7.6 if they become an employee of the Trust.

5.8 Membership is neither transferable nor assignable to any other individual or organisation.

6 GENERAL MEETINGS

6.1 Convening a General Meeting

6.1.1 The Board, or any three or more Trustees, may convene a General Meeting, whenever it or they think fit.

6.1.2 Where the Members have required the Trustees to call a General Meeting, the Board must give notice of the General Meeting within 21 days of a valid requisition by the Members, and the meeting must be held on a date not more than 28 days after the date of the notice convening the meeting. To be valid, such requisition must:

(a) be signed by not less than 5% of the Members;

(b) clearly state the objects of the meeting; and

(c) be deposited with the Trust.

Such requisition may consist of several documents in like form each signed by one or more requisitionists.

6.1.3 A General Meeting does not need to be held exclusively in one place, provided that, where two or more Members are not in the same place as each other, they are all able to communicate together and vote thereat.

6.1.4 The Board may resolve to enable Members and other persons entitled to attend a General Meeting to do so by simultaneous attendance and participation on an electronic platform by electronic means (such as by means of a conference telephone, video conferencing facility or similar communications equipment), such meeting being an "**electronic General Meeting**", with no Member necessarily in physical attendance at the electronic General Meeting. The Members present shall be counted in the quorum for, and entitled to vote at, the electronic General Meeting in question, and the proceedings shall be valid if the person chairing the meeting is satisfied that adequate facilities are available throughout the electronic General Meeting to ensure Members attending who are not together in the same place may, by electronic means, attend, hear, speak and vote at it.

6.1.5 If it appears to the person chairing the meeting that the electronic platform, facilities or security at the electronic General Meeting have become inadequate to allow Members to attend, communicate together, hear, speak and vote at it then the person chairing the meeting may adjourn the General Meeting to such time and place (or electronic platform) as may be fixed by the person chairing the meeting. All business conducted at the General Meeting up to that time of the adjournment shall be valid.

6.1.6 If, after the sending of notice of a General Meeting, in terms of Article 6.4, but before the meeting is held, or after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable, for a reason beyond its control, to hold the physical General Meeting at the declared place or the electronic General Meeting on the electronic platform specified in the notice, it may change the place or electronic platform and/or postpone the date and time at which the General Meeting is to be held. In which

case notice of the change or postponement will be communicated to the Members no less than 4 days' prior to the date of the original General Meeting.

6.2 **Convening an AGM**

6.2.1 The Board shall normally convene one General Meeting as an Annual General Meeting in each calendar year, at such time as it may determine.

6.2.2 If an AGM is to be held, not more than 15 months shall elapse between the holding of one AGM and the next.

6.3 **AGM Agenda**

The business of each AGM shall include:

6.3.1 the report by the Convenor on the activities of the Trust;

6.3.2 the election of Trustees (where relevant);

6.3.3 the fixing of annual subscriptions, if any;

6.3.4 receiving the annual accounts of the Trust;

6.3.5 the report of the independent financial examiner (or auditor where required); and

6.3.6 the appointment or re-appointment of the independent financial examiner (or auditor where required).

6.4 **Notice of General Meetings**

6.4.1 21 clear days' notice at the least shall be given of every General Meeting including the AGM.

6.4.2 The notice shall specify:

(a) whether the General Meeting shall be a physical or electronic General Meeting;

(b) for a physical General Meeting, the place, the day and the hour of meeting;

(c) for an electronic General Meeting the time, date and electronic platform for the meeting, which electronic platform may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit; and

(d) in the case of special business, the specific nature of that business.

6.4.3 The notice shall be sent, in the manner specified in Article 16, to all Members, Trustees, and any Company Secretary, independent financial examiner (or auditor where required) and/or Honorary Patron(s), and to such persons or organisations as are under these Articles or under the Companies Act entitled to receive such notices.

6.4.4 With the consent of not less than 90% of the Members having the right to attend and vote thereat, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.

6.4.5 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 General Meeting.

6.5 **Chair of General Meetings**

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

6.6 **Quorum at General Meetings**

6.6.1 The quorum for a General Meeting shall be 8 Members, present in person or by proxy in terms of Article 6.8 (or, if an organisation, via its Authorised Representative or Named Depute as its proxy in terms of Article 5.3). No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting in terms of Article 6.5, unless a quorum is present.

6.6.2 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 (or electronic platform) as may be fixed by the person chairing the meeting.

6.7 **Voting at General Meetings – General Provisions**

6.7.1 The person chairing the meeting (see Article 6.5) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

6.7.2 All resolutions put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless before, or upon the declaration of the result a poll is demanded (see Article 6.11).

6.7.3 Where Members are participating in an electronic General Meeting, they may cast their vote on any resolution orally, or by way of some form of visual indication, or by use of a voting button or similar, as the Board in its sole discretion deems appropriate for the purposes of the electronic General Meeting, and providing the Board have no reasonable grounds for suspicion as regards authenticity, any such action shall be deemed to be a vote cast personally via a show of hands.

6.7.4 Each Member of the Trust is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy in terms of Article 6.8 (or, if an organisation, via its Authorised Representative or Named Depute as its proxy in terms of Article 5.3).

6.7.5 In the event of an equal number of votes for and against any resolution, the person chairing the meeting shall not be entitled to a casting vote as well as any deliberative vote.

6.7.6 Where a Trustee does not have to be, or cannot be, a Member of the Trust, they may attend and speak at any General Meeting, but in those circumstances may not vote thereat.

6.7.7 The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.

6.7.8 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.

6.8 **Voting at General Meetings – Proxy Voting**

Whilst personal attendance at a General Meeting is encouraged, a Member shall be entitled to complete an form of proxy in order to appoint a proxy to attend a General Meeting on their behalf, in respect of which the following apply:

6.8.1 a proxy need not be a Member;

6.8.2 a proxy appointed to attend and vote at any meeting instead of a Member shall have the same right as the appointing Member to speak at the meeting and to vote thereat;

6.8.3 the form appointing the Proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms

(to be varied as required to fit the circumstances) of the form shown in the Schedule 3 annexed to these Articles;

6.8.4 the form appointing a proxy shall be authenticated in such a manner as the Board may determine;

6.8.5 the form appointing a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a certified copy thereof, shall be lodged with the Trust not less than 48 hours before the time of the start of the meeting or adjourned meeting at which the Member named in the form proposes to vote by proxy, and in default the form of proxy shall not be treated as valid;

6.8.6 no form of proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the granter in writing to the Trust;

6.8.7 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, mental incapacity or revocation as aforesaid shall have been received by the Trust before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld);

6.8.8 appointment of a proxy may be revoked by the granter by written notice received by the Trust not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and

6.8.9 any reference in these Articles to voting being "in person" shall include voting by proxy.

6.9 **Voting at General Meetings – Ordinary Resolutions**

6.9.1 At any General Meeting an ordinary resolution put to the vote of the meeting shall be carried if approved by a simple majority of the Members who are present, have the right to vote and are voting thereon (taking account only of those votes cast in favour of the resolution as compared with those votes cast against the resolution).

6.9.2 An ordinary resolution to be proposed at a General Meeting may be amended if:

(a) written notice of the proposed amendment is received by the Trust from a Member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting, and

(b) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.

If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

6.10 **Voting at General Meetings – Special Resolutions**

6.10.1 At any General Meeting a Special Resolution put to the vote of the meeting shall be carried only if approved by not less than 75% of the Members present, who have the right to vote and who are voting thereon (for the avoidance of doubt, the reference to a 75% majority only relates to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution and no account therefore being taken of Members who abstain from voting or who are absent from the meeting without a proxy), namely:

(a) to alter the name of the Trust; or

(b) to amend the Charitable Purposes; or

(c) to amend these Articles in terms of Article 18; or

(d) to limit the Board's actions in terms of Article 7.2; or

(e) to wind up the Trust in terms of Article 20.

6.10.3 A Special Resolution to be proposed at a General Meeting may be amended if the chair of the meeting agrees to an amendment which is suggested only to correct a grammatical or other non-substantive error in the resolution. If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

6.11 **Voting at General Meetings – Poll**

A resolution put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate, unless a Poll is demanded in the following terms:

6.11.1 such demand must be made either by the person chairing the meeting, or by not less than five of the Members present (in person or by proxy) and having the right to vote on the resolution;

6.11.2 a demand for a Poll may be made at any time during the meeting, including immediately after the declaration of the result of a show of hands on that resolution;

6.11.3 a demand for a Poll may be withdrawn by some or all its proposers prior to the Poll taking place, if it means that there are then insufficient Members in terms of Article 6.11.1 to demand the Poll, in which event the result of the show of hands shall stand (if already taken) or continue (if not already taken); and

6.11.4 the Poll shall be conducted during the same meeting only, in such a manner as the person chairing the meeting may direct, and the person chairing the meeting shall appoint and instruct tellers, who may cast their own personal votes if Members (or Authorised Representatives, Deputes or proxies thereof) and the result shall be declared by the person chairing the meeting at the same meeting at which the Poll is taken.

6.12 **Voting – Written Resolutions**

6.12.1 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.

6.12.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the Members shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held.

6.12.3 A Special Resolution in writing signed by or on behalf of not less than 75% of all the Members shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held.

6.12.4 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of their term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of their term of office.

6.12.5 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail or other electronic means), or by means of a website at the same time, to all Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Members).

6.12.6 Where such a written resolution is proposed by the Board, it must include the following express statements:

(a) an explanation to the eligible Members how to signify their agreement to the resolution;

(b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail); and

(c) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days beginning with the Circulation Date).

6.12.7 Where such a written resolution is proposed by Members, the following shall apply:

(a) the resolution must be requested by not less than 5% of the Members ("the Members' Request");

(b) the Members' Request may be made in hard copy (by hand or by post) or in electronic form (by e-mail or other electronic means);

(c) the Members' Request must identify the resolution to be put to Members. The Board can reject the proposed written resolution if it is, in its opinion, either frivolous, vexatious, defamatory of any person or would, if passed, be ineffective (whether by reason of inconsistency with any enactment or these Articles or otherwise);

(d) the Members' Request can include an accompanying statement (not exceeding 1,000 words) which they can require the Trust to issue with the written resolution to all Members;

(e) within 21 days, the Trust must circulate the resolution and any accompanying statement with the express statements referred to in Article 6.12.6 hereof; and

(f) the expenses of the Trust in complying with the Members' Request must be paid by the Members who requested the circulation of the resolution unless the Trust resolves otherwise.

6.12.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Members.

6.12.9 A Member signifies their agreement to a proposed written resolution when the Trust receives from them a signed document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked.

7 THE BOARD OF TRUSTEES

7.1 The strategy and affairs of the Trust shall be directed and managed by a Board of Trustees elected in terms of Article 8. The Board may exercise all such powers of the Trust, and do on behalf of the Trust all acts as may be exercised and done by the Trust, other than those required to be exercised or done by the Members in General Meeting, and subject always to these Articles and to the provisions of the Companies Act and the Charities Act.

7.2 **Limitation**

The Members may, by Special Resolution, direct the Board to take, or to refrain from taking, specified action, but no such Special Resolution shall invalidate anything which the Board may have done prior to the passing of such Special Resolution, nor shall it require them to act or refrain from acting in a manner which would be incompatible with their duties under the Companies Act or the Charities Act.

7.3 **Delegation**

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

7.3.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 7.3.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.

7.3.3 In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable (and, without prejudice to that generality including Articles 11, 12.4.5 and 12.6) and so far as the same shall not be amended or superseded

by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.

7.3.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.4 **Number of Trustees**

7.4.1 The number of Trustees shall be not fewer than three and, unless otherwise determined by Special Resolution at a General Meeting (but not retrospectively), not more than thirteen.

7.4.2 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Article, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

8 TRUSTEES

8.1 **Composition of Board**

The Board shall comprise:

8.1.1 up to eight individual persons elected as Trustees by the Members in terms of Article 8.2 ("the Elected Trustees"); and

8.1.2 one of the Councillors for the Highland Ward embracing Moulin and Pitlochry appointed by Perth & Kinross Council, or its successors, in terms of Article 8.3 ("the Council Trustee"); and

8.1.3 up to four individual persons co-opted as Trustees in terms of Article 8.4 ("the Co-opted Trustees").

8.2 **Elected Trustees**

8.2.1 At the AGM held in the year 2021 and at each AGM thereafter, one-quarter 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, without limit.

8.2.2 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.

8.2.3 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 their willingness to act as an Elected Trustee if elected, and if required shall provide a statement to explain the nominee's suitability. All nominations to be valid must be delivered to the Registered Office (or to such other address for the Trust as specified in the nomination form) not less than seven days prior to the date of the AGM in question.

8.2.4 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.

8.3 **Council Trustee**

8.3.1 Up to one individual who is a Councillor representing the Highland Ward may be appointed as a Council Trustee by Perth & Kinross Council, or its successors, in terms of Article 8.1.2.

8.3.2 The following shall apply in respect of the Council Trustee:

(a) On receipt of the Notice for each AGM of the Trust, Perth & Kinross Council shall serve a written notice on the Trust to intimate the Council Trustee being appointed by it at the AGM. Such written notice must be

received by the Trust not less than forty-eight hours before the start of the AGM, failing which the Council Trustee previously appointed by it shall remain in office.

(b) Perth & Kinross Council may appoint or remove its own appointed Trustee at any time, by written notice to that effect served on the Trust not less than forty-eight hours before the Board 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 Board meeting.

8.4 **Co-opted Trustees**

Up to four individuals may be co-opted from time to time by the Board of Trustees itself, as follows:

8.4.1 Subject to Article 8.4.3, a Co-opted Trustee shall serve until the next AGM after their co-option.

8.4.2 A Co-opted Trustee can be re-co-opted by the Board immediately after such next AGM.

8.4.3 A Co-opted Trustee can be removed from office at any time by a simple majority of the Board.

8.4.4 For the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which they attend.

8.4.5 A Co-opted Trustee need not be a Member of the Trust.

8.5 **Casual Vacancies**

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, from or after the date of such retiral or deemed retiral until the next AGM.

8.6 **Register of Trustees**

8.6.1 The Board shall maintain a Register of Trustees, in accordance with section 162 of the Companies Act, setting out the required particulars for each Trustee as required in terms of section 163 of the Companies Act.

8.6.2 The Register of Trustees is open to all Members of the Trust.

8.6.3 The Register of Trustees is open to non-members of the Trust, on payment of such fee as may be prescribed.

8.6.4 The Board shall also maintain a separate register of Trustees' residential addresses to be maintained in accordance with section 165 of the Companies Act.

8.7 **Retiral and Deemed Retiral of Trustees**

Any Trustee must cease to be a Trustee if, respect to any of these events, they:

8.7.1 are an Elected Trustee and cease to be a Member in terms of Article 5.7; or

8.7.2 are prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act, or are prevented from being a company director by virtue of any provision of the Companies Act, by law or by reason of any order made by the Company Directors Disqualification Act 1986; or

8.7.3 are removed from office under section 168 of the Companies Act;

8.7.4 hold any office of profit at the Trust or are employed by the Trust; or

8.7.5 become incapable for medical reasons of fulfilling the duties of their 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 of such certification; or

8.7.6 are absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove them from office; or

8.7.7 being a Council Trustee, are removed from office by Perth & Kinross Council in accordance with Article 8.3; or

8.7.8 being a Co-opted Trustee, are removed from office by the Trustees in accordance with Article 8.4; or

8.7.9 are considered by the Board to have been in serious or persistent breach of: (i) any of the duties listed in sections 66(1) and 66(2) of the Charities Act; or (ii) any of the duties of directors contained in the Companies Act; or (iii) any Code of Conduct, Board Charter, or Board Policy of the Trust; or (iv) Article 8.8.6; such Trustee being entitled to be heard prior to the Board taking a decision in respect of the above (i) – (iv); or

8.7.10 resign as a Trustee by notice in writing to the Trust; or

8.7.11 they die.

8.8 **Conduct of Trustees**

8.8.1 Each Trustee is obliged to act in accordance with both the duties listed in section 66 of the Charities Act (see Article 8.8.2) and the general duties listed in sections 171 - 177 of the Companies Act (see Article 8.8.3) so as to take decisions in such a way as is considered, in good faith, most likely to be in the interests of the Trust, and to promote its success in achieving the Charitable Purposes.

8.8.2 The duties listed in section 66 of the Charities Act to which each Trustee must adhere are:

(a) to act in the interests of the Trust;

(b) to seek, in good faith, to ensure that the Trust acts in a manner which is consistent with its Charitable Purposes;

(c) to act with the care and diligence that it is reasonable to expect of a person who is managing the affairs of another person; and

(d) in circumstances giving rise to the possibility of a conflict of interest between the Trust and any party responsible for the appointment of that Trustee:

(i) to put the interests of the Trust before those of the other party; and

(ii) where any other duty prevents the Trustee from doing so, to disclose the conflicting interest to the Trust and to refrain from participating in any deliberation or decision of the Board with regard to the matter in question; and

(e) to ensure that the Trust complies with any direction, requirement, notice or duty imposed upon under or by virtue of the Charities Act.

8.8.3 The general duties listed in sections 171 - 177 of the Companies act to which each Trustee must adhere as a company director are (in brief terms):

(a) to act in accordance with the Articles and only exercise powers for the Charitable Purposes;

(b) to act in a way, in good faith, which would be most likely to promote the success of the Trust;

(c) to exercise independent judgement;

(d) to exercise reasonable care, skill and diligence, which may reasonably be expected of a person carrying out the functions of a company director;

(e) to avoid conflicts of interest;

(f) not to accept benefits from third parties conferred by reason of being a Trustee or doing (or not doing) anything as a Trustee; and

(g) if directly or indirectly interested in a proposed transaction or arrangement with the Trust, to declare to the other Trustees the nature and extent of that interest.

8.8.4 The provisions of Articles 10 and 11 are also pertinent to the provisions within this Article, and each Trustee must comply with these.

8.8.5 Each Trustee must additionally comply with any Code of Conduct, Board Charter, or Board Policy for Trustees as introduced and prescribed by the Board from time to time.

8.8.6 Additionally, each Trustee must be mindful of the requirement to preserve confidentiality where appropriate or requested in relation to the Trust or its business and in order to act always in the interest of the Trust.

8.8.7 If the Convenor considers that any Trustee ("the affected Trustee"), has committed a material breach of any of Articles 8, 10 or 11, they, acting in conjunction with the Vice-Convenor (if there is one, or otherwise with the longest-serving non-affected Trustee), may impose a warning upon the affected Trustee requiring that there be no repetition of any breach within a suitable period (usually being of twelve months after the original breach), failing which the Board may invoke the terms of Article 8.7.9 (on the basis of the breach being serious or persistent); however, if they consider the breach to be serious or persistent, they may request the Board to invoke the terms of Article 8.7.9 straight away.

8.8.8 If the affected Trustee considers that any warning imposed against them under Article 8.8.7 is unreasonable, they may request that the matter be considered by the Board at a meeting when they are entitled to be heard.

9 CONVENOR AND VICE-CONVENOR

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).

10 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

10.1 The income and property of the Trust shall be applied solely towards promoting the Charitable Purposes.

10.2 No part of the income or property of the Trust shall be paid or transferred (directly or indirectly) to the Members or Trustees of the Trust, whether by way of dividend, bonus or otherwise, except where such Members or Trustees are in receipt of income or property of the Trust as a beneficiary of the Trust in terms of the Charitable Purposes.

10.3 No Trustee shall be appointed as a paid employee of the Trust.

10.4 Subject to section 67 of the Charities Act, no benefit (whether in money or in kind) shall be given by the Trust to any Member or Trustee except the possibility of:

10.4.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or

10.4.2 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

10.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Trust by any Member or Trustee; or

10.4.4 payment of rent at a rate not exceeding the open market rent for property let to the Trust by any Member or Trustee; or

10.4.5 the purchase of property from any Member or Trustee provided that such purchase is at or below market value or the sale of property to any Member or Trustee provided that such sale is at or above market value; or

10.4.6 payment to one or more Trustees by way of any indemnity where appropriate.

11 CONFLICTS OF INTERESTS

11.1 Any Trustee and/or employee who has a personal interest (as defined in Article 11.2) 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. Where such an interest arises, the provisions within Article 11.3 shall apply.

11.2 A personal interest includes the following interests:

11.2.1 those of the Trustee or employee in question;

11.2.2 those of the individual's partner or close relative;

11.2.3 those of any business associate;

11.2.4 those of any firm of which the individual is a partner or employee;

11.2.5 those of any limited company of which the individual is a director, employee or shareholder of more than 5% of the equity;

11.2.6 those of any charity of which the individual is a trustee or employee; and

11.2.7 those of any person or organisation responsible for the individual's appointment as a Trustee.

11.3.1 Whenever a Trustee finds that there is a personal interest, as defined in Article 11.2, they have a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot partake in discussions or decisions relating to such matter.

11.3.2 It shall be for the person chairing the meeting in question (or if it be the person chairing the meeting who is potentially or actually conflicted, it shall be for the other Trustees present) to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting. In terms of Article 12.1, where a Trustee leaves, or is required to leave, the meeting in question, they will no longer forms part of the quorum thereat.

11.3.3 The Board may at any time resolve to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the Trust have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.

11.3.4 The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Registered Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Article 11.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

11.3.5 If existing, the Register of Interests 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.

12 BOARD MEETINGS

12.1 Quorum

12.1.1 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.

12.1.2 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, they are not entitled to vote.

12.2 Convening Board Meetings

12.2.1 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.

12.2.2 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 6.10), 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.

12.2.3 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.

12.3 **Chair of Board Meetings**

The Convenor, whom failing the Vice-Convenor (if any), shall be entitled to preside as the person chairing all Board meetings at which they shall be present. If at any meeting neither the Convenor nor the Vice-Convenor is present and willing to act as the person chairing the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be the person chairing the Board meeting, which failing the meeting shall be adjourned until a time when the Convenor or Vice-Convenor will be available.

12.4 **Voting at Board Meetings**

12.4.1 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.

12.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.

12.4.3 The decisions requiring a Special Resolution (listed in Article 6.10) cannot be taken by the Trustees alone, but must be taken also by the Members in General Meeting in terms of Article 6 and only thereafter acted upon by the Board as directed by the Members.

12.4.4 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.

12.4.5 A resolution in writing or by e-mail or other appropriate electronic means (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.

12.5 **Observers**

12.5.1. The heritable proprietor of Moulin Kirk, Moulin, Pitlochry, Perthshire may be invited to attend and speak, but not to vote, at any meeting of the Board (but excluding any private business of the Board or any matter where such proprietor may have a conflict of interest).

12.5.2 The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

12.6 **Minutes**

The Board shall cause minutes to be made of all appointments made by it and of the proceedings of all General Meetings and of all Board meetings or 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. The minutes shall be retained for at least 10 years.

12.7 **Validation**

12.7.1 All acts *bona fide* done by any Board meeting, or by 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, or a sub-committee member.

12.7.2 No alteration of these 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.

12.8 **Ancillary Regulations**

The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, Members, employees, stakeholders and/or others.

13 COMPANY SECRETARY, MINUTE SECRETARY, TREASURER AND PRINCIPAL OFFICER

13.1 **Company Secretary**

The Board may 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.

13.2 **Minute Secretary**

The Board may appoint a Minute Secretary, for the purposes of Article 12.6, 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. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.

13.3 **Treasurer**

(a) The Board may appoint a Treasurer for such term and upon such conditions as it may think fit.

(b) If the Treasurer is unpaid, they may also be a Trustee, and if so they would have a vote as a Trustee at any Board meeting which they attend.

(c) If the Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, they cannot also be a Trustee.

(d) If the Treasurer is not a Trustee, they may be required by the Board to attend (but shall have no vote at) Board meetings during their tenure as Treasurer, except any part or parts thereof dealing with their employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.

(e) The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.4 **Principal Officer**

The Board may appoint an employee of the Trust as 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 who shall not be a Trustee and, for the avoidance of doubt, will have no vote thereat.

14 HONORARY PATRON(S)

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, to be appointed either for such fixed period (usually of five years) 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, in their capacity as an Honorary Patron, without prejudice to any separate rights they may have as a Member of the Trust.

15 FINANCES AND ACCOUNTS

15.1 **Bank Accounts**
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.

15.2 **Payments and Receipts**
All payments (including cheques and other negotiable instruments) and all financial and banking instructions, 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 determine.

15.3 The Board shall ensure that all funds and assets of the Trust are applied towards achieving the Charitable Purposes.

15.4 **Accounting Records and Annual Accounts**
The Board shall cause accounting records to be kept in accordance with the requirements of the Charities Act, Companies Act and other relevant regulations.

15.5 The accounting records shall be maintained by the Treasurer (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.

15.6 The Board shall ensure that the accounts of the Trust are prepared and independently examined and/or audited in accordance with all relevant statutory requirements and, for the avoidance of doubt, an audit (within the meaning of the Companies Act) shall not be required in a case where the Trust is exempt from audit under the 2006 Act. The independent financial examiner (or auditor where required) shall be appointed by the Board on the direction of Members in General Meeting.

15.7 At or before each AGM, or otherwise after the Accounts have been approved by the Board, the Board shall provide or make available to the Members 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). The accounts shall be accompanied by proper reports of the Board and the independent financial examiner, (or auditor where required). As an alternative, the Accounts may be available for inspection on the website of the Trust (with all Members, Trustees, the Company Secretary and the independent financial examiner (or auditor where required), being made aware that they are so available for inspection there).

16 NOTICES

16.1 A notice may be served by the Trust upon any Member, either personally or by sending it by post, or other appropriate electronic means, addressed to such Member at their address as appearing in the Register of Members.

16.2 Any notice, whether served by post or otherwise, shall be deemed to have been served at the expiry of 48 hours after it was sent.

16.3 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.

16.4 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 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.

17 INDEMNITY

Subject to the terms of the Charities Act and the Companies 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 they may respectively incur or sustain, in connection with or on behalf of the Trust.

18 ALTERATION TO ARTICLES OF ASSOCIATION

Subject to the terms of Article 6.10, and any prior consent required in terms of section 16 of the Charities Act, no alteration in these Articles may at any time be made unless on the decision of the Members by Special Resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Article 6.12.

19 LIMIT OF LIABILITY

19.1 The liability of the Members is limited.

19.2 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 they are a Member or within one year after they cease to be a Member (for whatever reason), for payment of its debts and liabilities contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up.

20 DISSOLUTION

20.1 The winding-up of the Trust may take place only on the decision of the Members by Special Resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Article 6.12.

20.2 If, on the winding-up of the Trust, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.

20.3 The charity or charities to which the property is to be transferred in terms of Article 20.2 shall be determined on the decision of not less than 75% of the Members of the Trust who are present (in person or by proxy) and voting at a General Meeting 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, as determined by the Sheriff of Tayside, Central and Fife at Perth (or any successor thereto), whose decision shall be final and binding upon the Trust.

20.4 If the Trust is a charity at the time that its winding-up is decided upon in terms of this Article, the prior consent of the Office of the Scottish Charity Regulator (or any successor thereto) must be obtained in terms of Section 16 of the Charities Act.

Annexation

Schedule 1 Definitions

Schedule 2 Powers

Schedule 3 Form of Proxy

Schedule 1

Definitions

Further to Article 2.1, the definitions and meanings to apply throughout these Articles of Association and the Schedules hereto, are as follows:

WORDS	**MEANINGS**
AGM	– the Annual General Meeting of the Members.
Articles	– these Articles of Association, and any ancillary regulations thereunder, in force from time to time.
Authorised Representative	– as defined in Article 5.3.
Board	– the Board of Trustees.
Board of Trustees	– the Board of Directors of the Trust.
Charitable Purposes	– as described in Article 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	– the Charities and Trustee Investment (Scotland) Act 2005
Charity	– a body which is either a "Scottish charity" within the meaning of section 13 of the Charities Act or a "charity" within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes.
Circulation Date	– the date on which copies of a written resolution are sent to the Members in terms of Article 6.12.
Clear Days	– means a period excluding the day on which notice is given and the day on which the meeting is held.
Collection	– means 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.
Companies Act	– the Companies Act 2006.
electronic General Meeting	– means a General Meeting hosted at an electronic platform
electronic platform	– includes, but is not limited to, website addresses and conference call systems

electronic form and electronic means	– as defined in Section 1168 of the Companies Act.
General Meeting	– any general meeting of the Members including the AGM.
in person	– means present in person or by proxy at a physical general meeting or present by electronic means at an electronic platform at an electronic general meeting, as the case may be.
in writing	– representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods whether sent or supplied in electronic form or otherwise.
Members	– all members of the Trust.
Month	– calendar month.
Museum	- means any museum operated by the Trust, which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit.
Named Depute	– as defined in Article 5.3.
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, heritable or moveable, real or personal, wherever situated in the world.
signed	– where a document or information sent or supplied (a) in hard copy form is signed by bearing the signature of the person sending or supplying it, or (b) in electronic form is signed if the identity of the sender is confirmed in a manner specified by the Trust or, where no such manner has been specified by the Trust, if it is accompanied by a statement of the identity of the sender and the Trust has not reason to doubt the truth of that statement.
Specimen	– means any individual items, artefact, photograph or other item or group of items comprised in the Collection.
subscribers	– those persons and/or organisations who have subscribed these Articles.
Trust	– Moulin Kirk Trust.
Trustee(s)	– Director(s) for the time being of the Trust.

Schedule 2

Powers available to the Trust

Further to Article 3.2, the Trust shall have the following powers (but only in furtherance of the Charitable Purposes) and 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, namely:

1 Specific

1.1 to introduce, run, maintain, manage, develop and promote a local history, family history and genealogy centre and/or Museum with ancillary services and provisions;

1.2 to acquire, own, 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;

1.3 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;

1.4 to permit with suitable safeguards the loan of any Specimen for exhibition or research;

1.5 to promote and assist in the collating and recording of historical, ethnological archaeological, biological, geological or other related Specimens and information appropriate to the Purposes;

1.6 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;

1.7 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;

1.8 to put in place all necessary insurances, security arrangements, safeguards and protections to protect the Collection;

1.8 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 these Articles.

2 General

2.1 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 Charitable Purposes;

2.2 to provide advice, consultancy, training, tuition, expertise and assistance;

2.3 to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;

2.4 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;

3 Property

3.1 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;

3.2 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;

3.3 to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

4 Employment

4.1 to employ, contract with, train and pay such staff (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the Trust, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants;

5 Funding and Financial

5.1 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Trust;

5.2 to accept or decline subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;

5.3 to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Trust and/or in support of any obligations undertaken by the Trust;

5.4 to set aside funds not immediately required as a reserve or for specific purposes;

5.5 to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Trust in such investments as may be considered appropriate and to dispose of, and vary, such investments;

5.6 to make grants or loans of money and to give guarantees;

5.7 to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Conduct Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers of investment on such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Trust in nominee names, but subject always to the provisions of the Charities Act;

6 Development

6.1 to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;

6.2 to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;

6.3 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Trust and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;

6.4 to enter into contracts to provide services to or on behalf of others;

7 Insurance and Protection

7.1 to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);

7.2 to oppose, or object to, any application or proceedings which may prejudice the interests of the Trust;

8 Ancillary

8.1 to pay the costs of forming the Trust and its subsequent development;

8.2 to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and

8.3 to do anything which may be incidental or conducive to the Charitable Purposes so long as these are charitable.

Schedule 3

Form of Proxy
Further to Article 6.8.3, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

Moulin Kirk Trust

("the Trust")

I ……..……,

of……,

being a Member of the Trust hereby appoint the person chairing the General Meeting/or*……..……,

of ……..……,

as my proxy to vote for me on my behalf at the General Meeting of the Trust to be held on..... and at any adjournment thereof.

[This form to be used in favour of/against the resolution(s)*]

[Insert wording of each resolution]

** to be deleted if not required, or amended if it is required*

Unless otherwise instructed, the Proxy will vote as they think fit

Signature of member appointing proxy.....

dated.....

To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above