

Amisfield Preservation Trust

MEMORANDUM OF ASSOCIATION – with effect from 28 September 2011

1. NAME

The name of the Company is Amisfield Preservation Trust.

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Company are to cultivate and develop land within, and adjacent to, the walled garden in Amisfield Park, East Lothian, and to preserve and restore the walls and buildings, for the enjoyment and benefit of the public at large and, in particular, the health, wellbeing, and education of the local community

4. POWERS

The Company has the following powers, which may be exercised in promoting its objects:

- 4.1 to encourage and carry out research;
- 4.2 to give advice;
- 4.3 to publish or distribute information;
- 4.4 to work together with other bodies;
- 4.5 to support, administer or set up other charities;
- 4.6 to raise funds, except by taxable trading;
- 4.7 to borrow money and give security for loans;
- 4.8 to acquire or hire property of any kind;
- 4.9 to let or dispose of property of any kind, subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the protection and preservation of any land or buildings;
- 4.10 to make such arrangements as are necessary to enable the public to enjoy land or buildings (whether free or at a charge);
- 4.11 to make planning applications, applications for building warrants, applications for Scheduled Monument Consent or Listed Building Consent, and similar applications;
- 4.12 to make grants or loans of money and to give guarantees;
- 4.13 to set aside funds for special purposes or as reserves against future expenditure;
- 4.14 to deposit or invest funds after obtaining advice from an authorized person (or an exempted person) within the meaning of the Financial Services Act 1986;
- 4.15 to delegate the management of investments to such a person, provided that
 - 4.15.1 the Directors set down in writing the investment policy for that person,
 - 4.15.2 the person is required to report every transaction promptly to the Directors,
 - 4.15.3 the Directors review the performance of the investments regularly,
 - 4.15.4 the Directors expressly retain the right to cancel the delegation arrangement at any time,
 - 4.15.5 the Directors review the investment policy and the delegation arrangement at least once a year,
 - 4.15.6 all payments due to the above person are on a scale or at a level agreed in advance with the Directors and are notified to them promptly on receipt, and
 - 4.15.7 the Directors forbid him to do anything outside their powers ;
- 4.16 to arrange for investments or other property of the Company to be held in the name of one or more nominees under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.17 to insure the property of the Company against any foreseeable risk, and to take out other insurance policies to protect the Company, its officers and employees, and voluntary workers, as required;
- 4.18 to insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as Directors of the Company;
- 4.19 to insure the Directors against personal liability for any act or omission that is, or is alleged to be, a breach of trust or a breach of duty, unless the Director concerned knew that the act or omission was such a breach or unless he or she was reckless whether it was so;
- 4.20 subject to Clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.21 to enter into contracts to provide services to or on behalf of other bodies;
- 4.22 to establish subsidiary companies to assist or act as agents for the Company;
- 4.23 to pay the costs of forming the Company;
- 4.24 within the law, to do anything else that promotes the Company's objects.

5. BENEFITS TO MEMBERS AND DIRECTORS

- 5.1 The property and funds of the Company must be used only for promoting its objects and do not belong to members of the Company, but
- 5.1.1 members who are not Directors may be employed by the Company or enter into contracts with it, and it may pay them reasonably for goods or services supplied,
 - 5.1.2 members (including Directors) may be paid interest at a reasonable rate on money that they lend to the Company,
 - 5.1.3 members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company, and
 - 5.1.4 members (including Directors) may receive free, or at less than cost, any publications of the Company.
- 5.2 No Director may receive payment of money or other benefit that has a monetary value from the Company, directly or indirectly, except
- 5.2.1 as stated in Clauses 4.18, 4.19, 5.1.2, 5.1.3, 5.1.4, and 5.3,
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company,
 - 5.2.3 an indemnity for any liabilities properly incurred in running the Company (including the cost of successful defence to criminal proceedings), and
 - 5.2.4 payment to any company in which a Director has not more than one per cent of the shares.
- 5.3 Any Director (or any firm of which a Director is a member or employee) may enter into a contract with the Company to supply goods or services in return for payment or other benefit that has a monetary value, but only if
- 5.3.1 the Company actually needs the goods and services,
 - 5.3.2 the remuneration is no more than is reasonable in relation to the value of the goods and services, and is set in accordance with Clause 5.4, and
 - 5.3.3 not more than half the Directors are subject to such a contract in any financial year.
- 5.4 If a Director has a personal interest in a matter to be discussed at a meeting of the Directors or of a committee set up in accordance with the Articles, he or she must
- 5.4.1 declare an interest when or before discussion of the matter starts,
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
 - 5.4.3 not be counted in the quorum for that item, and
 - 5.4.4 withdraw during the vote and have no vote on the matter.

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

Each member promises that, if the Company is dissolved while he, she or it is a member or within 12 months afterwards, he, she or it will pay up to ten pounds (or ten euros) towards the costs of dissolution and towards the liabilities incurred during his, her or its membership by the Company.

8. DISSOLUTION

If the Company is dissolved, any assets remaining after provision for all its liabilities must be applied

- 8.1 by transfer to one or more bodies established for exclusively charitable purposes similar to those of the Company, or
- 8.2 directly for the Company's objects or for charitable purposes similar to those objects.

9. INTERPRETATION

- 9.1 Expressions defined in the Articles have the same meanings in this Memorandum.
- 9.2 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.