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COMPANIES HOUSE



PITLOCHRY  
FESTIVAL  
THEATRE

## **The Companies Act 2006**

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

# Articles of Association

## of Pitlochry Festival Theatre

**Company number: SC029243**

**Scottish Charity Number: SC013055**

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# Contents

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1. Name	Page 3
2. Registered Office	Page 3
3. Definitions	Page 3
4. Charitable Purposes	Page 5
5. Powers	Page 5
6. Members	Page 5
7. General Meetings (Meetings of Trustees as Members)	Page 6
8. Proceedings at General Meetings	Page 6
9. Voting at General Meetings	Page 7
10. Board of Trustees	Page 9
11. Chair and Vice-Chair	Page 11
12. Conflicts of Interest	Page 11
13. Constraints and Restrictions on Payments and Benefits	Page 12
14. Proceedings at Board Meetings	Page 13
15. Company Secretary and Chief Executive Officer	Page 15
16. Honorary President	Page 15
17. Finances and Accounts	Page 15
18. Notices	Page 16
19. Limit of Liability	Page 16
20. Indemnity	Page 17
21. Alteration of Articles of Association	Page 17
22. Dissolution	Page 17

## Annexation

Schedule 1: Powers available to the Theatre	Page 19
Schedule 2: Form of Proxy	Page 22

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# The Companies Act 2006

Company limited by guarantee and not having a share capital

## Articles of Association of Pitlochry Festival Theatre

as amended by

Special Resolutions dated 28 June 1984, 24 August 2004, 30 November 2009,  
3 May 2012, 28 October 2013, 10 November 2020 and 8 September 2022

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### 1. Name

The name of the Company is 'Pitlochry Festival Theatre' ("the Theatre").

### 2. Registered Office

The Registered Office of the Theatre is situated in Scotland.

### 3. Definitions

- 3.1 In these 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 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.
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 Theatre.
Charitable Purpose	the Charitable Purpose of the Theatre is defined in Article 4, on the basis that this falls within section 7 of the Charities Act and is also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
Companies Act	the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.

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Chief Executive Officer	as defined in Article 15.2.
Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Act.
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.
Electronic Means	has the meaning given to it in section 1168 of the Companies Act.
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 Theatre in terms of Article 6.
month	calendar month.
organisation	any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
performance spaces, performances	as defined respectively in Schedule 1.
property	any property, assets or rights, heritable or moveable, wherever situated in the world.
Schedule	a Schedule annexed to these Articles.
Secretary	as defined in Article 15.1.
Theatre	this limited company known as Pitlochry Festival Theatre.
Trustee(s)	Director(s) for the time being of the Theatre.
Trustees' Annual Meeting	the Trustees' meeting closest to 31 October each year, unless the Trustees otherwise agree (but not retrospectively) to a different date or dates, where the Trustees may; (a) appoint Trustees; (b) appoint the Chair and Vice-Chair; (c) accept the retirement of those Trustees who have reached the end of their term; (d) appoint the Auditors; and (e) conduct any other business they see fit.

3.2 Words importing the singular number only shall include the plural number, and vice versa; and

3.3 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.

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## 4. Charitable Purposes

The purposes for which the Theatre is established ("the Charitable Purpose") are:-

- 4.1 to promote and encourage the study, practice and knowledge of dramatic art in Scotland and elsewhere including dramatic, literary, musical, educational, scientific, artistic and cultural events and for these purposes to establish, maintain and manage an international Festival Theatre and cultural centre in Pitlochry, Perthshire; and
- 4.2 to educate members of the public generally about botanic and horticultural diversity and heritage within the grounds and campus of the Festival Theatre.

## 5. Powers

The Theatre shall have powers, but only in furtherance of its Charitable Purposes, as expressed in Schedule 1.

## 6. Members

- 6.1 The members of the Theatre shall be the current Trustees, on the basis that a new Trustee shall automatically become a member on becoming a Trustee and shall automatically cease to be a member on ceasing to be a Trustee for whatever reason, so that the Theatre is treated as a single-tier organisation.
- 6.2 The Board shall maintain a Register of Members, which is open to all Trustees. The Register of Members is open to anyone else only provided that the applicant provides:
  - 6.2.1 the applicant's name and address;
  - 6.2.2 the purpose for which the information is to be used; and
  - 6.2.3 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 Theatre 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 Theatre may charge a fee for providing the information.
- 6.3 The rights and privileges of every member shall be personal to such member and shall not be transferable or transmissible either by act of such member or by operation of law.

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## 7. General Meetings (Meetings of Trustees as Members)

- 7.1 The Board may, whenever it thinks fit, convene a General Meeting.
- 7.2 A General Meeting shall also be convened on a valid requisition made under Section 303 of the Companies Act, in accordance with the Companies Act.
- 7.3 With regard to notice:
  - 7.3.1 Not less than 14 clear days' notice shall be given of any General Meeting.
  - 7.3.2 The notice calling a General Meeting shall specify the place, the day and the hour of meeting and, in the case of special business, the specific nature of that business. If a Special Resolution (see Article 9.4) is to be proposed, the notice shall state the fact giving the exact terms of the resolution.
  - 7.3.3 The notice shall be sent, in terms of Article 18, to all members and to such persons or organisations as are under these Articles or under the Act entitled to receive such notices.
  - 7.3.4 With the consent of not less than 90% of the Trustees, a General Meeting may be convened by such shorter notice as they may think fit in the circumstances.
  - 7.3.5 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.
  - 7.3.6 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.

## 8. Proceedings at General Meetings

- 8.1 All business shall be deemed special that is transacted at a General Meeting to include any of the Special Resolutions required in terms of Article 9.4.1.
- 8.2 The quorum for a General Meeting shall be five (5) of the Trustees, as members, present in person or by proxy. No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting, unless a quorum is present.
- 8.3 If within half an hour from the time appointed for the General Meeting a quorum is not present, the meeting, if convened upon the requisition of Trustees, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.

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- 8.4 The Chair, appointed in terms of Article 11.1, shall chair every General Meeting, or if there is no such Chair, or if the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chair if one has been appointed in terms of Article 11.2 shall chair the meeting or if the Vice-Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees present shall elect one of their number to chair the meeting.
- 8.5 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## 9. Voting at General Meetings

- 9.1 The chair of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
- 9.2 Each member shall have one vote; in person or by proxy (see Article 9.6), by way of a show of hands only.
- 9.3 In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.
- 9.4 At any General Meeting a resolution put to the vote of the meeting shall be voted upon as follows:
- 9.4.1 Special Resolutions relating to the following matters shall be decided by at least 75% of all Trustees as members who are present and voting in person or by proxy at the General Meeting (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:
- (a) to amend the Articles; or
  - (b) to change the name of the Theatre;
  - (c) to change the charitable purposes;
  - (d) to wind up the Theatre in terms of Article 22; or
  - (e) all other Special Resolutions.
- 9.4.2 Ordinary business and ordinary resolutions shall be decided upon by more than 50% of all Trustees as members who are present and voting in person or by proxy at the General Meeting (no account therefore being taken of members who abstain from voting or who are absent from the meeting).
- 9.5 A written resolution of the Theatre passed in accordance with this Article 9.5 shall have effect as if passed by the Theatre at a General Meeting:
- 9.5.1 A written resolution is passed as an ordinary resolution if it is passed by more than 50% of all Trustees as members.
- 9.5.2 A written resolution is passed as a Special Resolution if it is passed by at least 75% of all Trustees as members. A written resolution is not a special resolution unless it states that it was proposed as a Special Resolution.

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- 9.5.3 A resolution under the Companies Act removing a Trustee or an Auditor before the expiration of their office may not be passed as a written resolution.
  - 9.5.4 A copy of the written resolution must be sent to every Trustee in their capacity as a member, informing them how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
  - 9.5.5 A Trustee signifies their agreement to the proposed written resolution when the Theatre receives from them an authenticated document identifying the resolution to which it relates and indicating their agreement to the resolution. If the document is sent to the Theatre in hard copy form, it is authenticated if it bears the Trustee's signature. If the document is sent to the Theatre by Electronic Means, it is authenticated if it bears the Trustee's signature or if the identity of the Trustee is confirmed in a manner agreed by the Board.
  - 9.5.6 A written resolution is passed when the required majority of Trustees in their capacity as members have signified their agreement to it.
  - 9.5.7 A proposed written resolution lapses if it is not passed within 28 days of the Circulation Date.
- 9.6 A member may appoint a proxy to attend, speak at and vote at any General Meeting of the Theatre in their stead. The following shall apply thereto:
- 9.6.1 the proxy need not be a Trustee of the Theatre;
  - 9.6.2 the form appointing a proxy shall be in writing under the hand of the appointer, or of their attorney duly authorised in writing, or authenticated in such manner as the Board may determine, in the general terms (varied as required to fit the circumstances) as shown in Schedule 2;
  - 9.6.3 the form appointing a proxy, and the power of attorney or other authority, if any, under which it is signed, authenticated, or a certified copy of that power or authority, shall be deposited at the Theatre not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of proxy proposes to vote and, in default, the form of proxy shall not be treated as valid; and
  - 9.6.4 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or insanity 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 such death, insanity or revocation as aforesaid shall have been received by the Theatre before the commencement of the meeting or adjourned meeting at which the proxy is used.



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## 10. Board of Trustees

### 10.1 Role

- 10.1.1 The strategy and affairs of the Theatre shall be directed and managed by a Board of Trustees appointed in terms of these Articles. The Board may exercise all such powers of the Theatre, and do on behalf of the Theatre all acts as may be exercised and done by the Theatre, other than those required to be exercised or done by the members in General Meeting, and subject always to these Articles, and the provisions of the Charities Act and Companies Act.
- 10.1.2 No regulation made by the Theatre in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

### 10.2 Delegation

- 10.2.1 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.
- 10.2.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Article 10.2.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.
- 10.2.3 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.
- 10.2.4 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 amended or superseded by any specific regulations made by the Board for all or any sub-committees.
- 10.2.5 Such sub-committee shall ensure the regular and prompt circulation of the minutes of its meetings to all Trustees.

### 10.3 Composition of the Board

The number of Trustees of the Theatre shall be not fewer than five (5) and not more than twelve (12) individuals, appointed by the Board from time to time, in terms of Article 10.4.

### 10.4 Terms of office for Trustees

- 10.4.1 With effect from the date on which these Articles are adopted on 8 September 2022, Trustees shall be appointed for terms of three years. A Trustee who has served their term must retire at the next Trustees' Annual Meeting that occurs nearest to the expiry of their term.

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- 10.4.2 A retiring Trustee remains eligible and may be re-appointed for a maximum of three consecutive terms of office including their initial term, after which they may not serve again without at least one year out of office.
  - 10.4.3 In the event of a vacancy in the Trustees, the Board may choose to fill this at any time as it shall determine.
  - 10.4.4 Notwithstanding the terms of Article 10.4.1, as a transitional arrangement and to allow for Board continuity, the current Trustees of the Theatre at the time these Articles are adopted on 8 September 2022 who were elected prior to November 2013, and who have not served more than 12 years, will be eligible to be re-appointed for a final transitional term ending at the Trustees' Annual Meeting following the 12th anniversary of the start of their initial term on the Board, after which they may not serve again without at least one year out of office.

#### **10.5 Eligibility, Retiral, or Deemed Retiral of Trustees**

An individual may not take up office as a Trustee, or must retire as a Trustee in any one or more of the following circumstances, where they:

- 10.5.1 are employed by the Theatre or accept any remuneration or other benefit except where permitted in terms of Article 13.4; or
- 10.5.2 are or become bankrupt, insolvent or apparently insolvent, or makes any arrangement or composition with their creditors generally; or
- 10.5.3 are or become prohibited from being a Trustee (and, as such, a director of a limited company) by reason of any order made either under the Company Directors Disqualification Act 1986 and/or as a charity trustee under the Charities Act; or
- 10.5.4 in terms of section 66(5) of the Charities Act 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 or Board Policy of the Trust; such Trustee being entitled to be heard prior to the Board taking a decision in respect of the above (i) – (iii); or
- 10.5.5 have, or are considered by the Board to have, a significant conflict of interest which the Board considers has undermined and is likely to continue to undermine their ability to act impartially as a Trustee; or
- 10.5.6 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 or later date of such certification; or
- 10.5.7 are absent (without specific consent of the Board) from more than three consecutive meetings of the Board, and if the Board resolves to remove them from office; or
- 10.5.8 resign their office by notice in writing to the Theatre; or
- 10.5.9 die.

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## 11. Chair and Vice-Chair

- 11.1 The Trustees shall elect a Chair of the Theatre annually, at the Trustees' Annual Meeting (or at any other time when a vacancy as Chair may arise for any reason).
- 11.2 The Trustees may also elect a Vice-Chair annually, at the Trustees' Annual Meeting (or at any other time when a vacancy as Vice-Chair may arise for any reason).

## 12. Conflicts of Interest

- 12.1 Any Trustee and/or employee who has a personal interest (as explained in Article 12.2) in any prospective or actual contract or other arrangement with the Theatre must declare that interest either generally to the Board or specifically at any relevant meeting of the Theatre. Where such an interest arises, the provisions within Article 12.3 shall apply.
- 12.2 A personal interest includes (but is not limited to) the following interests:
  - 12.2.1 those of the Trustee or employee in question; and
  - 12.2.2 those of the Trustee's partner or close relative; and
  - 12.2.3 those of any business associate; and
  - 12.2.4 those of any firm of which the Trustee is a partner or employee; and
  - 12.2.5 those of any limited company of which the Trustee is a director, employee or shareholder of more than 5% of the equity; and
  - 12.2.6 appointment as a Trustee.
- 12.3 Whenever a Trustee finds that there is a personal interest, as explained in Article 12.2, the following shall apply:
  - 12.3.1 The Trustee has 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.
  - 12.3.2 It shall be for the chair of the meeting in question to determine whether the Trustee in question should be required to be absent during that particular element of the meeting (although this would be the usual presumption). In terms of Article 14.1.2, where a Trustee leaves, or is required to leave, the meeting in question, they will no longer form part of the quorum thereat.
  - 12.3.3 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 Theatre 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.

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- 12.3.4 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 12.2, if any, shall be relevant interests (and shall record these in writing as an Ancillary Regulation in terms of Article 14.9) and shall ensure that a Register of Notices of Relevant Interests is maintained.
- 12.3.5 If existing, the Register of Interests shall be open for inspection by any Trustee and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

### **13. Constraints and Restrictions on Payments and Benefits**

- 13.1 The income and property of the Theatre shall be applied solely towards promoting the Charitable Purpose.
- 13.2 No part of the income or property of the Theatre shall be paid or transferred (directly or indirectly) to the Trustees, or any of them, whether by way of dividend, bonus or otherwise.
- 13.3 No Trustee of the Theatre shall be appointed as a paid employee of the Theatre.
- 13.4 No benefit (whether in money or in kind) shall be given by the Theatre to any Trustee except the possibility of:
- 13.4.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or
  - 13.4.2 reasonable remuneration to any Trustee in return for specific services actually rendered to the Theatre (not being of a management nature normally carried out by a director of a company); or
  - 13.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Theatre by any Trustee; or
  - 13.4.4 payment of rent at a rate not exceeding the open market rent for property let to the Theatre by any Trustee; or
  - 13.4.5 the purchase of property from any Trustee at or below market value and the sale of property to any Trustee providing such sale is at or above market value; or
  - 13.4.6 any ticket concessions available under a membership scheme or ticket discount scheme which is available to members of the public generally, and where the Trustee receives such concessions as a member of such scheme.

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## 14. Proceedings at Board Meetings

### 14.1 Quorum

- 14.1.1 The quorum for a Board Meeting shall be five (5) of the Trustees. No business shall be dealt with unless a quorum is present.
- 14.1.2 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.
- 14.1.3 A Trustee shall not be counted in the quorum of a meeting, even if they remain in the meeting room, for the duration of any other matter, not related to the Board meeting in question, in which they are involved.

### 14.2 Convening Board Meetings

- 14.2.1 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.
- 14.2.2 All 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.
- 14.2.3 Three or more Trustees 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.
- 14.2.4 For the avoidance of doubt, matters that require to be decided by Special Resolution (as listed in Article 9.4.1) can only be decided at a properly convened General Meeting or by way of a written resolution of the Trustees, as members, (Article 9), in accordance with these Articles and the Companies Act.

### 14.3 Chairing of Board Meetings

The Chair, appointed in terms of Article 11.1, shall chair every Board Meeting, or if there is no such Chair, or if the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chair if one has been appointed in terms of Article 11.2 shall chair the meeting or if the Vice-Chair is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees present shall elect one of their number to chair the meeting, which failing the meeting shall be adjourned until a time when the Chair or Vice-Chair will be available.

### 14.4 Voting at Board Meetings

- 14.4.1 The chair of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
- 14.4.2 Each Trustee present have one vote, by way of a show of hands only.

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14.4.3 Any decision of the Board shall be either by a majority decision at meeting which is quorate at the time the decision is taken or a decision taken in accordance with Article 14.5.

14.4.4 In the case of an equality of votes the chair of the meeting shall be entitled to a second or casting vote.

#### **14.5 Trustee decisions without a meeting**

14.5.1 The Trustees may take a unanimous decision without a Board meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

14.5.2 A decision which is made in accordance with Article 14.5.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- (b) following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 14.5.2;
- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- (d) the Recipient must prepare a minute of the decision in accordance with Article 14.7.

#### **14.6 Observers**

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 committees.

#### **14.7 Minutes**

14.7.1 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.

14.7.2 Such minutes of any meeting, if purporting to be signed after approval, either by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

14.7.3 The minutes shall be retained for at least 10 years.

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## **14.8 Validation**

**14.8.1** 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.

**14.8.2** 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.

## **14.9 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.

## **15. Company Secretary and Chief Executive Officer**

**15.1** The Board shall appoint a Company Secretary for such term, at such remuneration and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.

**15.2** The Board may employ a Chief Executive Officer of the Theatre on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and committee meetings as appropriate or required, but without any vote thereat.

## **16. Honorary President**

**16.1** The Board may appoint a person to be an Honorary President of the Theatre.

**16.2** The Honorary President will be appointed either for such fixed period or periods as the Board determines or annually (and, if annually, at the Trustees' Annual Meeting).

**16.3** The Honorary President is entitled to notice of all General Meetings and to attend and, upon invitation, to contribute to discussion, but may not vote thereat.

## **17. Finances and Accounts**

### **17.1 Funds**

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

### **17.2 Bank Accounts**

The banking account or accounts of the Theatre shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

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### **17.3 Payments and Receipts**

All cheques and other negotiable instruments, including internet banking transactions and all receipts for monies paid to the Theatre, 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 by ordinary resolution.

### **17.4 Accounting Records**

The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.

**17.5** The accounting records shall be maintained by the Finance Manager or equivalent (if there is one) and overseen by the Chief Executive Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at the Theatre and/or such other place or places as the Board shall think fit and shall always be open to the inspection of the Trustees.

### **17.6 Accounts**

Accounts shall be prepared for each accounting reference period in accordance with the Act and shall be accompanied by proper reports of the Board and the Auditors.

### **17.7 Auditor**

Once at least in every year, or as otherwise provided for by the Act, the accounts of the Theatre shall be examined by the Auditors, who shall be appointed by the Board annually at the Trustees' Annual Meeting.

## **18. Notices**

**18.1** A notice may be served by the Theatre upon any member, either personally or by sending it by post, fax, e-mail or other appropriate Electronic Means, addressed to such member at their or its registered address as appearing in the Register of Members.

**18.2** 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.

**18.3** A member present at any meeting of the Theatre in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

**18.4** The business of the Theatre and all its correspondence with and notification to or from members or Trustees may be conducted equally validly and effectively as by post if transmitted by fax or e-mail or other appropriate electronic means to or from any Trustee of the Theatre (except where that Trustee specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Theatre where the Theatre has advised each Trustee of this.

## **19. Limit of Liability**

**19.1** The liability of the members is limited.

**19.2** Every member of the Theatre undertakes to contribute to the assets of the Theatre, in the event of its being wound up during the time that they are a member or within one year afterwards, for payment of the debts and liabilities of the Theatre contracted before the time at which they cease to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of contributories amongst themselves, such amount as may be required, not exceeding £1.



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## 20. Indemnity

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 and all employees of the Theatre shall be indemnified out of the funds of the Theatre 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 Theatre and each of them shall be chargeable only for so much money as they may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for their own acts, receipts, neglects or defaults only.

## 21. Alteration of Articles of Association

Subject to the terms of Article 9.4.1, no alteration in these Articles may at any time be made unless by the decision of 75% of its Trustees as members present and voting at a General Meeting, called specifically (but not necessarily exclusively) for the purpose, or by way of a written Special Resolution.

## 22. Dissolution

- 22.1 Subject to Article 9.4.1, the winding-up of the Theatre may take place only by the decision of not less than 75% of its Trustees as members present in person or by proxy and voting at a General Meeting, called specifically (but not necessarily exclusively) for the purpose, or by way of a written Special Resolution.
- 22.2 If, on the winding-up of the Theatre, 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 Purpose.
- 22.3 The charity or charities to which the property is to be transferred in terms of Article 22.2 shall be determined by a decision of the Board of Trustees or, failing that, as determined by the Sheriff of Tayside, Central and Fife (or any successor thereto), their decision being final and binding upon the Theatre and its Trustees.
- 22.4 If the Theatre 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.

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# Annexation

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Schedule 1	Powers
Schedule 2	Form of Proxy

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# Schedule 1

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## Powers available to the Theatre

Further to Article 5, the Theatre and its Trustees shall have the following powers (but only in furtherance of the Charitable Purposes) and under declaration that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:

### 1. Specific

- 1.1 To establish, manage and carry on in Pitlochry and elsewhere any or all of the following performance spaces ("performance spaces"), namely: theatres, opera houses, concert halls, cinemas, lecture rooms, libraries, reading rooms, club rooms, schools, agencies, offices, dwelling-houses, exhibition, art centres, public spaces, educational establishments and performance spaces, all whether indoors or out-of-doors, gardens, landscapes and other similar locations.
- 1.2 To organise, manage, promote and produce, or assist in organising, managing, promoting and producing, the following types of performance ("performances"), namely: stage plays, orchestral, instrumental, vocal and choral concerts, recitals, operas, ballets, masques, dances, events, festivals, lectures, exhibitions, presentations, workshops and any performances of a dramatic, literary, musical, educational, artistic and/or cultural nature.
- 1.3 To make use of cinema, radio, television, gramophone, electronics, social media, the Internet and any other device or invention relating to production or reproduction of sound and vision.
- 1.4 To foster and encourage the appreciation, furtherance and practice of dramatic art by any means including, without prejudice to the foregoing generality, scholarships, studentships, internships, apprenticeships, placements, prizes, competitions or events.
- 1.5 To engage, employ, and enter into and carry out any agreements with, persons, firms and companies and, without prejudice to the foregoing generality, to enter into and carry out agreements whereby performances may be given throughout Britain and elsewhere; to enter into and carry out agreements with and make mutual arrangements, plans and programmes in conjunction with other dramatic, educational, artistic, cultural, musical and choral societies, festival societies, organisations and bodies in Scotland and other countries; and to enter into and carry out agreements and arrangements with the proprietors, lessees and managers of any performance spaces for the presentation of performances therein or thereat.
- 1.6 To establish and provide, for the convenience and inclusion of audiences and persons attending performances, refreshment rooms, lounges and other similar facilities.
- 1.7 To provide and arrange facilities for travel, accommodation and catering and generally to provide for the welfare and comfort of performers, officials and other persons assisting.
- 1.8 To employ writers, composers and other persons and to hire or purchase copyrights in dramatic, literary, musical, educational, scientific, artistic and cultural works.
- 1.9 To organise, manage and provide or assist in the organisation, management or provision of any school of creative and performing arts or similar institution or organisation.

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# Schedule 1 cont/...

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## 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, cooperatives, trusts and others and any groups or groupings thereof willing to assist the Theatre to achieve its Charitable Purpose;
- 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;

## 3. Property

- 3.1 to purchase, take on lease, hire, or otherwise acquire any property suitable for the Theatre 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 Theatre'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 Theatre;
- 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 selfemployed) as are considered appropriate for the proper conduct of the activities of the Theatre;
- 4.2 to engage such consultants and advisers as are considered appropriate from time to time, whether on a paid basis or otherwise;

## 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 Theatre;
- 5.2 to accept 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 Purpose and to give security in support of any such borrowings by the Theatre and/or in support of any obligations undertaken by the Theatre, to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Theatre or of any third party;

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## Schedule 1 cont/...

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- 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 Theatre 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 Services 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 thinks fit, and to enable investments to be held for the Theatre 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 Purpose;
- 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 Theatre 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 Theatre;

### 8. Ancillary

- 8.1 to pay the costs of retaining and developing the Theatre;
- 8.2 to carry out the Charitable Purpose 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 Purpose so long as these are charitable.

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## Schedule 2

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### Form of Proxy

Further to Article 9.6.2, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

**Pitlochry Festival Theatre** (Scottish Charity Number SC013055)

I \_\_\_\_\_ of \_\_\_\_\_ being a

member of the Theatre, hereby appoint

\_\_\_\_\_ of \_\_\_\_\_ or failing that individual

I appoint \_\_\_\_\_ of \_\_\_\_\_

as my proxy to vote for me and on my behalf at the General Meeting of the

Theatre to be held on \_\_\_\_\_, and at any adjournment thereof.

Signed \_\_\_\_\_

Date \_\_\_\_\_

This form is to be used \*in favour of/against the resolution. Unless otherwise instructed, the Proxy will vote as they think fit.

\* Strike out whichever is not desired.