

THE COMPANIES ACTS 1985 - 1989

**MEMORANDUM &
ARTICLES of ASSOCIATION**

of

**Rhynie Community
Facilities Development
Charitable Trust**

THE COMPANIES ACTS 1985 -1989

Company limited by guarantee and not having a share capital

MEMORANDUM of ASSOCIATION

NAME

1. The name of the company is "Rhynie Community Facilities Development Charitable Trust ("the Company").

REGISTERED OFFICE

2. The Registered Office of the Company is situated in Scotland,

OBJECTS

3 The Company has been formed to benefit the community of Rhynie ("the Community) with the Objects ("the Objects') detailed below. For the purpose the Community of Rhynie shall be defined as the catchment area of the Primary School in Rhynie, Aberdeenshire - is comprised of the following postcode units - AB54 4[EG, GG, HD, HH, HX, JD, LN, LS, NA, PT, GA,GH, HE, HJ, HT, LH, LP, LT, NB, QJ, GD, GJ, HF, HL, JA, LJ, LQ, LU, ND: QL, GF, HB, HJ, HN, JB, LL, LR, LX, PR, WA]

3.1 to conserve and regenerate the Community of Rhynie for the benefit of its, members and the wider public and

3.2 to foster, plan and encourage measures that will be of educational, environmental, cultural, social and/or recreational benefit to the Community and the public generally and to advance education of the sustainable development of the Community.

POWERS

4 The Company shall have the following powers, but only in furtherance of the Objects (and wherein reference to "property" means any property, heritable or moveable, wherever situated).

General

4.1 To encourage and develop a spirit of voluntary or other commitment by or co-operation with 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 Company. to achieve the Objects.

4.2 To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and pie/grammes.

4.3 To provide advice, consultancy, training, tuition, expertise and assistance.

4.4 To prepare, organise, promote and implement training courses, exhibition, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium.

Property

4.5 To register an interest in land and to exercise the right to buy under the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force.

4.6 To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company and to construct, convert, improve, develop, conserve, 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 Company's property.

4.7 To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the

property of the Company.

4.8 To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.

Employment

4.9 To employ, train and pay such staff as are considered appropriate for the proper conduct of the activities of the Company.

Funding and Financial

4.10 To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company.

4.11 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.

4.12 To borrow or raise money for the Objects and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company. 4.13 To set aside funds not immediately required as a reserve or for specific purposes.

4.14 To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments.

4.15 To make grants or loans of money and to give guarantees.

Development

4.16 To establish, manage and/or support any other charitable organisation, and to make donations for any charitable purpose falling within the Objects.

4.17 To establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not.

4.18 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation.

4.19 To enter into contracts to provide services to or on behalf of others.

Insurance and Protection

4.20 To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees).

4.21 To oppose, or object to, any application or proceedings which may prejudice the interests of the Company.

Ancillary

4.22 To pay the costs of forming the Company.

4.23 To carry out the Objects in any part of the world as principal, agent, contractor, trustee or in any other capacity.

4.24 To do anything which may be incidental or conducive to the Objects so long as these are charitable.

CONSTRAINTS ON RETURNS TO MEMBERS

5.1 The income and property of the Company shall be applied solely towards promoting the Objects and do not belong to the members.

5.2 No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, whether by way of dividend, bonus or otherwise.

- 5.3 No Director shall be appointed as a paid employee of the Company.
- 5.4 No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:
- 5.4.1 repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
- 5.4.2 reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or
- 5.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
- 5.4.4 payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
- 5.4.5 the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value and in any such event the terms of Articles 39 - 41 shall specifically apply.

LIMIT OF LIABILITY

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

DISSOLUTION

- 7.1 The winding-up of the Company may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
- 7.2 If, on the winding-up of the Company, any property remains, after satisfaction of all its debts and liabilities, such property (including any land acquired by it in terms of the Land Reform (Scotland) Act 2003) shall be given or transferred to any one or more charitable "community bodies" in terms of Section 34 of the Land Reform (Scotland) Act
- having the same or a similar objects to the Objects;
- as determined by not less than 75% of the Ordinary Members of the Company present and voting at an
- General Meeting called specifically (but not necessarily exclusively) for the purpose; and
- as approved thereafter by the Scottish Ministers.
- 7.3 If no community body is determined by the Ordinary Members and approved by Scottish Ministers in terms of Clause 7.2, such property referred to in Clause 7.2 shall be given or transferred to any one or more charitable community bodies as the Scottish Ministers may direct in terms of Section 34 of the Land Reform (Scotland) Act.

INTERPRETATION

- 8 The definitions included in Article 2 are incorporated into this Memorandum.

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

1. _____ George Campbell Beverly _____

Name: George Campbell Beverly

Address: The Cottage, Cottown, Rhynie, AB54 4LX

2. _____ Andrew John Hunter _____

Name: Andrew John Hunter

Address: 2 Richmond Terrace, Rhynie, AB54 4GH

3. _____ Ian Shand Knox _____

Name: Ian Shand Knox

Address: The Bungalow, Essie Road, Rhynie, Aberdeenshire, AB 54 4GF

Dated:

Witness to the above signatures:

_____ David Denoon

Name: David Denoon

Occupation: Community Worker

Address: 14, The Square, Rhynie, Aberdeenshire, AB54 4 G