

# **The Companies Acts 1985 to 1989**

## **Company Limited by Guarantee, and not having a Share Capital**

### **Memorandum of Association**

**of**

### **Isle of Luing Community Trust**

1. The Company's name is **ISLE OF LUING COMMUNITY TRUST**
2. The Company's registered office is to be situated in Scotland.
3. The Company's objects are:
  - (i) to advance education for the public benefit in the heritage and history of the Isle of Luing by the provision of a museum, heritage centre, interpretative panels and other means;
  - (ii) to preserve, restore and improve the environment in and around the Isle of Luing through the provision, maintenance and/or improvement of open public space and other public amenities and other environmental and townscape regeneration projects, and on the basis that in doing so, the company shall seek wherever appropriate (but subject to appropriate safeguards to ensure that the public benefit so arising clearly outweighs any private benefit thereby conferred on private landowners) to carry out works of reclamation, remediation, restoration, erosion prevention and other operations to facilitate the use for these purposes of land whose use has been prevented or restricted because of previous use;
  - (iii) to promote public safety;
  - (iv) to advance education, training or retraining, particularly among unemployed people, and provide unemployed people with work experience.

In furtherance of the above objects but not further or otherwise the company shall have the following powers;

(v)

- (a) to establish a museum to be called the Isle of Luing Museum, to be managed on behalf of the Trust by the Luing History Group, who will through this collect, house, conserve and document a Collection of specimens being of historical, artistic or scientific importance, and in respect of which there will be a strong presumption against the subsequent disposal of any item; to stimulate public interest as a focal point of education, and of historical, artistic or scientific interest, thereby improving the facilities available for general public amenity and education; to display and publicise the Collection for the public benefit, permitting access to research workers and school children, always providing that the safety and security of the Collection are not thereby endangered, permitting with similar safeguards the loan of any Specimen for exhibition or research; to promote and assist in the collating and recording of historical, ethnological, archaeological, biological, geological or other related information appropriate to the above purposes of the Museum; to adopt a written Collecting Policy, reviewed at least every five years, which policy shall define the types of Specimens which the Trust wishes to include in the Collection, and the geographical area from which such Specimens may be drawn; to maintain an accurate and current Register of all Specimens acquired for, or removed from, the Collection.
- (b) to facilitate access to selected sites on the Isle of Luing at which the natural and human heritage may be seen and studied, where possible with the provision of appropriate interpretation.
- (c) to support Members through courses, meetings, personal contact and information exchange
- (d) to promote appropriate research into and conservation of the environment of the Isle of Luing and also where appropriate its adjacent, smaller and mainly uninhabited islands, including the Garvellachs, Scarba, Lunga, Torsa, Shuna, Fladda, Belnahua, Rubha Fiola, and other small islets (hereinafter referred to as 'the Isle of Luing') and disseminating the useful results of such research.
- (e) to promote the development of the community of the Isle of Luing, particularly of its younger people, so that the richness of the island's past and present culture may be sustained and enhanced in the future.
- (f) subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
- (g) to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation, or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall only undertake such trading activities in raising funds for the above mentioned charitable objects as may be lawful.
- (h) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.

- (i) to draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.
- (j) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock, or other securities or obligations of any other company.
- (k) to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- (l) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges, and to construct, maintain and alter any buildings or erections which the company may think necessary for the promotion of its objects.
- (m) subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.
- (n) subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company
- (o) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants
- (p) to make payments towards insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act.
- (q) to subscribe to, become a member of, or amalgamate or cooperate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.
- (r) to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company
- (s) to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.
- (t) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

- (u) to do all such lawful things as are necessary for the attainment of the above objects or any of them

Provided that:

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts
  - (b) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
  - (c) the Company shall not sell, mortgage, charge or lease any property which it holds without such authority, approval or consent as may be required by law, and as regards any such property the Board of Directors of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Board of Directors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by law by any court or body over such Board of Directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company.
  5. The liability of Members is limited,
  6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
  7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

**Articles of Association of**  
**Isle of Luing Community Trust**

**Preliminary**

1.

- (a) The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Regulations of the Company.
- (b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- (c) Clauses 2 to 35 inclusive, 54, 55, 57, 59, 82, 101, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company.
- (d) In clause 1 of Table A the definition of "the holder" shall be omitted.

**Members**

- 2. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company. No person shall be admitted a Member of the Company unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Directors require executed by him.
- 3. Subject to the provisions of any Rules or Bye- Laws made pursuant to these Articles a Member may at any time withdraw from the Company by giving at least seven days' clear notice to the Company. Membership shall not be transferable and shall cease on death.

**Notice of General meeting**

4. In clause 38 of Table A:

- (a) in paragraph (b) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right" and
- (b) the words "The notice shall be given to all the members and to the Directors and Auditors" shall be substituted for the last sentence.
- (c) the following shall be added after the words "shall specify the meeting as such":  
"provided that the notice shall contain particulars of any Directors who are to retire by rotation or otherwise at the meeting and of any persons who are to be proposed for appointment or re-appointment as Directors at the meeting."

**Proceedings at General Meetings**

5.

- (a) If a quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting such a quorum ceases to be present, the meeting if convened on the requisition of Members 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 time and place as the Directors may determine.

(b) Clause 41 of Table A shall not apply to the Company

6. The words “and at any separate meeting of the holders of any class of shares in the Company” shall be omitted from clause 44 of Table A.

7. In clause 45 of Table A the second and third sentences shall be omitted and the following words substituted therefore:

“When a meeting is adjourned for 21 days or more, at least seven clear days’ notice shall be given specifying the time and place of the adjourned meeting. The provisions of clause 38 of Table A (as amended by these Articles) with respect to the notice given of the business to be conducted at a meeting shall apply to such notice of an adjourned meeting. Save as aforesaid it shall not be necessary to give notice of any adjourned meeting”.

8. Paragraph (d) of clause 46 of Table A shall be omitted.

### **Votes of Members**

9. On a show of hands every Member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.

### **Appointment of Directors**

10.

(a) The maximum and minimum number respectively of the Directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be three.

(b) clause 64 of Table A shall not apply to the Company

11. Clauses 65 to 69 inclusive of Table A (alternate Directors) shall not apply to the Company. The clauses of Table A which apply to the Company shall be construed as if reference to alternate Directors were omitted therefrom.

12. Clause 73 of Table A shall be amended by the addition thereto of the following:

“Provided however that in the event of default in holding the first or any subsequent annual general meeting the Directors who were due to retire from office at such meeting shall continue in office until such meeting is duly held, when the provisions of these Articles with respect to retirement shall take effect as if such meeting had taken place timeously”

13.

(a) The words “stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company’s register of Directors” shall be omitted from Clause 76 of Table A.

(b) The second sentence of clause 77 of table A shall be omitted.

### **Directors’ Remuneration and Expenses, Gratuities and Pensions**

14.

(a) The Directors may receive remuneration for services undertaken in the administration of the Company, provided always that:

(i) such remuneration is authorised by the Directors;

(ii) such remuneration is within the limits imposed by Article 22(b)(i) below;

(iii) at all times there must be a majority of Directors who act without remuneration;

- (iv) any Director whose actual or proposed remuneration is to be discussed withdraws from the meeting of the Directors whilst that discussion and any decision thereon takes place.
- (b) The words “of any class of shares or” shall be omitted from clause 83 of Table A
- (c) The words “or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary” shall be omitted from clause 87 of Table A.

### **Proceedings of Directors**

15.

- (a) A Director may vote at any meeting of the Directors or of any Committee of the Directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting, PROVIDED THAT a Director shall not vote on either his conditions of service, or on any remuneration attaching thereto.
- (b) Clauses 94-97 (inclusive) of Table A shall not apply to the Company.

### **Minutes**

16. The words “of the holders of any class of shares in the Company” shall be omitted from clause 100 of Table A.

### **Notices**

17. The second sentence of clause 112 of Table A shall be omitted.

18. The words “or of the holders of any class of shares in the Company” shall be omitted from clause 113 of Table A.

### **The Seal**

19. If the Company has a seal, the Directors shall provide for its safe custody and it shall only be used with the authority of the Directors or of a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or a second Director. Clause 101 in Table A shall not apply to the Company.

### **Indemnity**

20.

- (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company, insurance against any such liability as is referred to in Section 310(1) of the Act.
- (c) Clause 118 of Table A shall not apply to the Company.

## **Rules or Bye Laws**

21. The Directors may from time to time make such Rules or Bye Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Bye Laws regulate:

- (i) the admission and classification of Members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members.
- (ii) the conduct of Members of the Company in relation to one another, and to the Company's servants.
- (iii) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.
- (iv) the procedure at General meetings and meetings of the Directors and Committees of the Company in so far as such procedure is not regulated by these presents.
- (v) and generally, all such matters as are commonly the subject matter of company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto, and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

## **Company not formed for Profit**

22.

- (a) Clauses 4 and 7 of the Memorandum of Association relating to the income and property of the Company and to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.
- (b) Nothing herein shall prevent any payment in good faith by the Company:
  - (i) of reasonable and proper remuneration to any member, officer or employee of the Company (including any Director) for any services rendered to the Company, provided always that, in the case of a Director, such remuneration is in accordance with Article 14 (a) above, and is not for services solely rendered to the Company in the capacity of Director;
  - (ii) of reasonable or proper consideration for the purchase by the Company of any property, asset or interest therein from any Member, Director or employee of the Company;
  - (iii) of interest on money lent by any member, Director or employee of the Company at a reasonable and proper rate per annum;
  - (iv) of reasonable and proper rent or other periodic payment for property let or occupied by the Company to any Member, Director or employee of the Company, or
  - (v) to any Director of reasonable out-of-pocket expenses.