

THE COMPANIES ACTS 1985 -1989  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**  
**of**  
**CRAIGNISH COMMUNITY COMPANY LIMITED**

**NAME**

1. The name of the company is “Craignish Community Company” (“**the Company**”).

**REGISTERED OFFICE**

2. The Company’s registered office is situated in Scotland.

**OBJECTS**

3. The Company has been formed to benefit the community of Craignish as defined by the postcode units PA31:- 8JA, 8QN, 8QP, 8QR, 8QS, 8QW, 8UAA, 8UAB, 8UB, 8US, 8UW, 8UU. (“**the Community**”) with the following objects (“**the Objects**“):

**3.1** To promote for the public benefit rural regeneration, following principles of sustainable development, where ‘sustainable development’ means development which meets the needs of the present without compromising the ability of future generations to meet their own needs, in areas of social and economic deprivation within the Community by all or any of the following means:

(a) the relief of poverty in such ways as may be thought fit;

(e) the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing;

(h) the provision or assistance in the provision of recreational facilities for the public at large and/or those who, by reasons of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;

(i) the protection or conservation of the environment.

**3.2** To advance the education of the Community about its environment, culture and/or history.

**3.3** To promote, establish, operate and/or support other projects and initiatives of a similar charitable nature for the benefit of the community within the Community of Craignish.

**POWERS**

4. In pursuance of those aims (but not otherwise) the company shall have the following powers but only in furtherance of the Objects (and wherein reference to “**property**” means any property, assets or rights, heritable or moveable, wherever situated in the world.

**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, co-

operatives, 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 programmes.

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

**4.4** 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.

### **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 ("**the Land Reform Act**").

**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 provided that any such activities are in accordance with Section 4.25.

### **Employment**

**4.9** To employ, contract with, train and pay such staff (whether employed or self-employed) 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 draw, make, accept, endorse, discount, negotiate, execute and issue cheques and other negotiable or transferable instruments.

**4.13** 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.

**4.14** To set aside funds not immediately required as a reserve or for specific purposes.

**4.15** 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.

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

### **Development**

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

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

**4.19** 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.

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

### **Insurance and Protection**

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

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

### **Ancillary**

**4.23** To pay the costs of forming the Company and its subsequent development.

**4.24** To carry out the Objects as principal, agent, contractor, trustee or in any other capacity.

**4.25** To do anything which may be incidental or conducive to the Objects so long as these are charitable and do not compromise the needs of future generations (Sustainable)

### **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. Any surplus income or assets of the Company are to be applied for the benefit of the Community.

**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, or to any other individual, whether by way of dividend, bonus or otherwise, except in relation to Clause 5.4.

**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 61 - 63 shall specifically apply.

### **Limit of Liability**

**6.1** The liability of the members 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 Act) shall be given or transferred to such other community body or bodies or crofting community body or bodies as may be:

(a) determined by not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and

(b) approved thereafter by the Scottish Ministers;

under declaration that, if the Company is a charity at or before the time of its winding up, then the community body or bodies or crofting community body or bodies referred to above must also be a charity or charities.

**7.3** If no such community body or crofting community body is determined by the Ordinary members and approved by the Scottish Ministers in terms of Clause 7.2, such property referred to in Clause 7.2 shall be transferred to the Scottish Ministers or to such charity or charities as the Scottish Ministers may direct.

**7.4** In Clause 7, "community body" and "crofting community body" have the meanings ascribed to them respectively in Sections 34 and 71 of the Land Reform Act and "charity" has the meaning ascribed to it in Section 34(8) of the Land Reform 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 company pursuant to this memorandum.

Names and addresses of  
subscribers

1. JAMES LESLIE  
The Smithy  
Barbreck  
by Lochgilphead  
Argyll

2 ANTONIA FRANCES LINDSAY-  
MACDOUGALL  
Collaig No. 1  
Ardfern  
by Lochgilphead  
Argyll

3. DIANE JOAN STEELE  
29 The Green  
Craobh Haven  
by Lochgilphead  
Argyll

4. ARTHUR ROBERT WILKINSON  
TURNER  
Eiridh Na Greine  
Ardfern  
by Lochgilphead  
Scotland

Dated

Witness to the above signatures:-

