

THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 1989
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
Aberdeen Council of Voluntary Organisations

1. The name of the company (hereinafter called “the Association”) is Aberdeen Council of Voluntary Associations.
2. The Registered Office will be situated in Scotland.
3. The Association is established for the following charitable objects within the City of Aberdeen and its environs: -
 - 3.1 To promote all or any activities for the benefit of the community, now or hereafter deemed by law to be charitable.
 - 3.2 To assist the work of voluntary organisations and statutory authorities engaged in the advancement of education, the furtherance of health, the relief of poverty, distress or sickness or other charitable purpose.
 - 3.3 In furtherance of the above objects but not further or otherwise the Association shall have the following powers: -
 - (a) To promote and organise co-operation on the achievement of the above purposes or any of them.
 - (b) To accept subscriptions, bequests and donations (whether heritable, real or personal estate) and whether subject to any special Trust or not for all or any of the purposes of the Association. To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purposes of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise and where appropriate to act as Executor in testamentary estates.

- (c) To purchase or otherwise acquire and take over the whole or any part of the property, assets, liabilities and engagements of any one or more Companies, Societies, Associations or bodies, which the Association may lawfully acquire, having objects similar to those of the Association and to amalgamate with any such Companies, Societies, Associations or bodies.
- (d) To purchase, take of feu, lease, hire, take in exchange or otherwise acquire any heritable or real or personal property and any rights, privileges or licences necessary, convenient or advantageous or the purposes of the activities of the Association, and to construct, alter and maintain any houses or buildings or other properties acquired for such purposes; and to sell, manage and improve, develop, repair, lease or otherwise let on hire, exchange, mortgage, charge, dispose of or otherwise deal with all or any of such property, rights or privileges.
- (e) To procure and provide information.
- (f) To improve, manage, construct, repair, develop or otherwise deal with all or any part of the undertaking, property and rights of the Association.
- (g) To sell, feu, let, hire, license, give in exchange or otherwise dispose of any part of the undertaking, property and rights of the Association.
- (h) To borrow or raise money and give security for the payment of money by, or the performance of other obligations of, the Association or any other charitable body.
- (i) To make grants or loans (with or without security) to any other charitable body or charitable purpose and to grant guarantees and contracts of indemnity on behave of any such charitable body or charitable purpose.
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments and to operate bank accounts.
- (k) To invest the monies of the Association not immediately required for the purposes of its activities in such investments, securities or property and in such a manner as may be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of and vary such investments, securities or property.
- (l) To employ and remunerate such persons as may from time to time be considered expedient for the furtherance of these

objects and to make provisions for the pensions and other related benefits for such employees and former employees and the widows and dependents of any such individuals.

- (m) To effect insurance against risks of all kinds including, without prejudice to the foregoing generality, such insurance as may lawfully be effected in respect of the liabilities of Directors, Auditors, Secretaries or other Officers of the Association.
- (n) To enter into any arrangement or to act in concert with any organisations, government or authority which may be advantageous for the purposes of the activities of the Association and to obtain from any such organisation, government or authority any charter, right, privilege or concession.
- (o) To enter into partnership or any other arrangements for sharing profit, co-operation or mutual assistance with any body, whether incorporated or unincorporated.
- (p) To promote any private Act of Parliament, provisional order and other authority to enable the Association to alter its constitution or to carry on and achieve the association's charitable purposes foresaid.
- (q) To accept as consideration for any business, property and rights disposed of, any shares, debentures or securities.
- (r) To establish and support any Charitable Association or other unincorporated body having objects altogether or in parts similar to those of the Association and to promote any Company or other incorporated body formed for the purpose of carrying on any activity, which the Association is authorised to carry on.
- (s) To assist in the formation of other charitable bodies, corporate or otherwise, and to provide management, administration and financial services to such other bodies.
- (t) To purchase, amalgamate with or otherwise acquire and take over all or any part, which the Association may lawfully acquire or to take over, of the property, assets, liabilities and engagements of any one or more charitable Companies, Societies, Associations or bodies, whether incorporated or not, having objects similar to those of the Association.
- (u) To transfer all or any part of the undertaking, property and rights of the Association to any body, incorporated or unincorporated, with which the Association is authorised to amalgamate.

- (v) To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any purpose connected with the activities of the Association or with the furtherance of its objects.
- (w) To print and publish any newspapers, periodicals, books or leaflets necessary or desirable for the promotion of the objects of the Association.
- (x) To undertake and execute any charitable trust which may lawfully be undertaken by the Association and may be conducive to its objects.
- (y) To manufacture, buy, sell, rent, let on hire and deal in all articles and commodities, of whatsoever nature as may be deemed suitable or desirable for promoting the objects of the Association.
- (z) To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings lectures, classes and conferences to further the objects of the Association.
- (aa) To pay from the funds of the Association the costs, charges and expenses of and necessary for the formation and registration of the Association.
- (bb) To do all such other lawful things as shall further the attainment of any of the objects of the Association.
- (cc) To carry on trade insofar as either trade is exercised in the course of the actual carrying out of the objects of the Association or the trade is ancillary to the carrying out of the said objects and in particular to provide and sell refreshments printed matter and other commodities where the provision of such commodities is an added attraction and is usual or necessary for the convenience of visitors to premises occupied by the Association in furtherance of its objects.
- (dd) To promote and organise co-operation on the achievement of the above purposes or any of them and to that end to bring together representatives of such organisations and authorities.

AND so that: -

- (1) The objects of the Association shall not extend to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

- (2) The word “Company” in this clause, except where used in reference to the Association, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
4. (a) The income and property of the Association shall be applied solely toward the promotion of its objects as set forth in this Memorandum of Association and no part thereof shall be paid or transferred, directly, by way of dividend, bonus, director’s fee or otherwise howsoever by way of profit, to the Members of the Association and no Member of the Executive Committee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or benefit in money or moneys worth from the Association.
- (b) Notwithstanding however the terms of Clause 4(a), the Association shall be entitled:
- (i) To pay reasonable and proper remuneration to any Member, Officer or Employee of the Association (not being a member of the Executive Committee) for any services rendered to the Association.
- (ii) To pay to any member of the Executive Committee or Member, officer or Employee of the Association out of pocket expenses reasonably incurred on behalf of the Association by such member of the Executive Committee, Member, Officer or Employee of the Association.
- (c) The powers contained in Clause 4(b) may be exercised only on condition that no person shall be entitled to vote on a resolution nor be in attendance during that part of a meeting concerning his or her own appointment to any office of the Association or any payment made or to be made to him or her by the Association.
5. The liability of the Members is limited.
6. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while being a Member, or within one year after ceasing to be a Member, for payment of the debtors and liabilities of the Association contracted before ceasing 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, such amount as may be required not exceeding One Pound Sterling.
7. (a) If on the winding up of the Association any property remains after satisfaction of all the Association’s debts and liabilities, such property shall not be paid to or distributed among the Members of the

Association but shall be given or transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Association and whose constitution restricts the distribution of income and assets among the members to an extent at least as great as does this Memorandum of Association.

- (b) The body or bodies to which property is transferred in terms of this clause shall be determined by the Members of the Association at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.
 - (c) To the extent that effect cannot be given to the provisions of this clause, the relevant property shall be applied to some other charitable object or objects.
8. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall be open to inspection at all times by any member of the Executive Committee of the Association. Once at least in every year, the accounts of the Association shall be examined by one or more properly qualified auditor or auditors or Independent Examiner who shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account, copies of which are to be laid before the Association in general meeting.

We the subscribers of this Memorandum of Association wish to be formed into a company pursuant to this memorandum.

Dated the day of 2____

Witness to the above signatures

Signature
Name
Address
.....

COMPANY SECRETARY