

Company limited by guarantee and not having a share capital

MEMORANDUM OF ASSOCIATION OF "SEALL"

1. The Company's name is "Seall".
2. The Company's registered office is to be situated in Scotland.
3. This clause shall be interpreted as if it incorporated an over-riding qualification to the effect that in any case in which an activity permitted under this clause is in its nature capable of being carried on for purposes which are not charitable or only partially so as well as for purposes which are wholly charitable, (the word "charitable" having the meaning ascribed to it for the purposes of section 505 of the Income and Corporation Taxes Act 1988, including any statutory amendment or re-enactment for the time being in force (which meaning shall be assigned to the word "charitable" wherever it appears in this memorandum of association) the powers of the company under this clause in respect of the carrying on of such activity shall be deemed to be limited to the carrying on of such activity in such a manner as will not prejudice the charitable status of the company under the statutory provisions referred to above.

Subject to that over-riding qualification, the company's objects are:-

1. to encourage advancement of education, the promotion of industry and commerce for the benefit of the public in the south Skye and district by the promotion of artistic endeavour and the appreciation thereof.
2. to assist, organise, manage, promote and produce concerts and other presentations in order to further the objects of the Company.
3. to join with others for the organisations, promotions, management and productions of concerts and other productions in order to further the objects of the Company.
4. to provide training and education in the study, practice and knowledge of the arts and the appreciation thereof.
5. to engage and employ and enter into agreements with all persons, firms, agents, Government agencies and organisations whose services are necessary or desirable for the carrying out of the objects of the Company.
6. to enter into and carry out agreements with the National and Local Authorities and Bodies throughout the Highlands and Islands and elsewhere for the furtherance of the Company's objects.
7. in connection with any building owned, leased to or managed by the Company to establish and provide restaurants, refreshment rooms, lounges, bars and other similar facilities, licensed or unlicensed, and car and bus parks for the use of patrons.

In furtherance of the above objects but not otherwise the Company shall have power:-

2. (a) to purchase or by any other means acquire and take options over any property whatever and any rights or privileges of any kind over or in respect of any property.
- (b) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property rights of the Company.

- (c) to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (d) to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money of deposit on loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
- (e) to borrow and raise money in any manner and to secure the payment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (f) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange or promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (g) to apply for, promote and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (h) to enter into any arrangements with any Government or authority that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- (i) to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any Government or authority, municipal, local or otherwise in any part of the world.
- (j) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (k) to promote any other company for the purpose of acquiring the whole or any part of the property, undertaking or any of the liabilities of the Company or of undertaking any operations which may appear likely to assist or benefit the Company or to enhance the value of any property of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (l) to sell or otherwise dispose of the whole or any part of the property of the Company either together or in portions for such considerations as the Company may think fit and in particular for shares, debentures or securities of any company

purchasing the same.

- (m) to act as agents or brokers and as trustees for any person, firm or company.
- (n) to employ and remunerate any person, firm or company rendering services to the Company.
- (o) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or company to pay the same.
- (p) to conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company and to solicit and accept subscriptions and donations of any kind and bequests for any of the purposes of the Company.
- (q) to grant or make provision for pensions, life assurance, health and retirement benefit to or for employees or former employees and to the widows, widowers, children and other dependents of deceased employees and to pay or subscribe to funds or schemes for the provision of such pensions and other benefits for such persons.
- (r) to subscribe to become a member of, or amalgamate or co-operate with, any other organisation, institution, society or body not formed or established for the purposes of profit whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits or restricts the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company.
- (s) to establish and support or aid in the establishment and support of any charitable trust, association or institution and to donate, subscribe or guarantee money for objects of the Company.
- (t) to arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications relating to the work of the Company.
- (u) to receive, allocate and administer grants, gifts or bequests made available to the Company for any or all of its objects whether from public funds or from private sources under the terms and conditions referable to such grants, gifts or bequests.
- (v) to do all other such things as may be conducive to the attainment of the Company's objects or any of them.

Provided that 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.

3 The liability of the members is limited.

4 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 ceased to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributaries among themselves.

5 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. Provided that nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any member, officer, servant or director of the company for any service rendered to the Company.
- (b) of reasonable and proper rent for premises let by any member or director of the Company.
- (c) to any member or director of the Company in respect of out-of-pocket expenses.

6 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 to or distributed amongst the members of the Company but shall be given or transferred to some other organisation or institution having objects, which by law, are entirely charitable and similar to any of the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed by the Company under or by virtue of Clause 6 hereof, such organisation or organisations, institution or institutions to be determined by the members of the Company at or before the time of dissolution or, in default thereof to be determined by the Secretary of State for Scotland.

7 True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of members. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained by one or more properly qualified auditor or auditors.

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. Signature _____
 Full name _____
 Designation _____
 Address _____

Witness to above signatures:

Signature _____

2. Signature _____
 Full name _____
 Designation _____
 Address _____

Full name _____

Designation _____

Address _____

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF "SEALL"

1. INTERPRETATION

1.1 In these regulations -

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the articles" means the articles of the company.

"clear days" in relation to the period of a notice means the 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.

"executed" includes any mode of execution.

"office" means the registered office of the company.

"the seal" means the common seal of the company.

"secretary" means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

"the Area of Benefit" means south Skye and the surrounding district.

2. MEMBERSHIP

2.1 Ordinary Membership shall be open to any individual over the age of eighteen years, organisations or business whether incorporated or not being resident or having a place of business activity within the Area of Benefit.

2.2 Associate Membership shall be open to any individual over the age of eighteen years, organisations or business whether incorporated or not being resident or having a place of business activity within the Area of Benefit.

2.3 Membership shall be open to:-

(a) any Local Enterprise Company or other body established under the Enterprise and New Towns (Scotland) Act 1990 or any statutory modification or re-enactment for the time being in force;

(b) any organisation, whether incorporated or unincorporated, having a place of activity within the Area of Benefit and whose objects are altogether or in part similar to the objects of the Company.

2.4 No employee of the Company may become a member.

2.5 Any business, commercial, professional or other organisation once admitted to membership may not remain a member if it ceases to have a place of business or activity within the Area of Benefit.

2.6 Any organisation which wishes to become a member shall lodge with the Company a written application for membership (in such form as the directors require) signed by the applicant or on behalf of the organisation.

- 2.7 Each application for membership shall be considered by the directors at the first meeting of the directors which is held after receipt by the Company of the written application in terms hereof.
- 2.8 Any resolution by the directors to the effect that an applicant is to be admitted to membership shall be deemed to be conditional upon payment by the applicant of the full amount of the annual membership subscription (whatever the period between the date of such resolution and the date on which the annual membership subscription next falls due).
- 2.9 No applicant shall be entered in the Register of Members unless and until such subscription as referred to in the preceding Article has been received by the Company.
- 2.10 The Directors shall maintain a Register of Members which shall be kept at the Registered Office and shall be open to the inspection of any person (whether or not a member of the Company) during business hours.
- 2.11 The Directors shall be entitled at their sole discretion to refuse to admit any person or organisation to membership. No reason for such refusal need be given by the Directors to the applicant for membership.
- 2.12 If the Directors resolve at any meeting to refuse admission of an applicant to membership they shall notify the applicant in writing accordingly within a period of 7 days after the meeting and return to any remittance lodged under Article 2.10.

3. GENERAL MEETINGS

- 3.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 3.2 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

4. NOTICE OF GENERAL MEETINGS

- 4.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -

- a) in the case of an annual general meeting by all the members entitled to attend and vote thereat; and
- b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting shall specify the meeting as such.

The notice shall be given to all the members and the directors and auditors.

5. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 No business shall be transacted at any meeting unless a quorum is present. Fifteen per cent of the total membership of the Company entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member, shall be a quorum.
7. If a quorum is not present within half-an-hour of 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.
8. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
9. If no director is willing to act as chairman, or if no director present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
10. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
11. The chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
12. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
a) by the chairman; or
b) by at least two members having the right to vote at the meeting; or
c) by a member or members representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting;
and a demand by a person as proxy for a member shall be the same as a demand by the member.
13. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
14. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
15. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.