

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

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## **BELTANE FIRE SOCIETY**

### **MEMORANDUM OF ASSOCIATION**

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Prepared for Beltane Fire Society by:

EDINBURGH VOLUNTARY ORGANISATIONS' COUNCIL



14 ASHLEY PLACE  
EDINBURGH  
EH6 5PX

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### **MEMORANDUM OF ASSOCIATION**

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#### **Name**

- 1 The name of the company to be formed under this Memorandum is *Beltane Fire Society* (and in this Memorandum it is called 'the Company').

#### **Registered office**

- 2 The registered office of the Company shall be situated in Scotland.

#### **Objects**

- 3 The purposes for which the Company is established (in this Memorandum referred to as 'the Objects') shall be wholly charitable. The expression 'charitable' with regard to the purposes of the Company shall mean a charitable purpose under section 7(2) of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts. In particular the Objects shall be:
  - 3.1 to advance the education of the general public in the traditions of the Celtic lunar calendar fire festivals and their relevance to contemporary culture; and
  - 3.2 to further an awareness of and promote participation in the Scottish traditions of street theatre, music and pageantry; and
  - 3.3 to advance the performing arts through the development of skills in professional performance and production within a cooperative and collaborative environment.

## **Powers**

- 4 In furtherance of the Objects, but not for any other purpose, the Company shall have the following powers:
  - 4.1 to raise funds and to invite and receive contributions from any person or body by way of subscription, donation or otherwise provided that the Company shall have the right to disclaim any offer, gift, legacy or bequest in whole or in part in such circumstances as the Company thinks fit and provided also that the Company shall comply with all relevant statutory regulations;
  - 4.2 to charge fees for goods or services produced or supplied by the Company as and when the Company considers it appropriate to do so in order to assist the financial viability of the Company's operations, provided that such charging shall not be primarily for the purpose of making profit;
  - 4.3 to enter into contracts with other bodies and to provide and receive goods, services or other consideration on such contracts;
  - 4.4 to enter into a transfer agreement with the unincorporated association known as The Beltane Fire Society and to receive any part of the assets and liabilities of the said association as part of a transfer of undertakings and to continue to apply the said assets for the achievement of the Objects;
  - 4.5 to operate bank, building society or similar accounts in the name of the Company in which may be deposited all or any part of the funds of the Company and to carry out all lawful financial transactions in respect of such accounts and the funds contained therein;
  - 4.6 to borrow and raise money on loan or advance in such manner and upon such security as the Company shall think fit;
  - 4.7 to invest in the name of the Company any of its funds not immediately required for the furtherance of the Objects in such investments, or upon such securities and property as the Company may think fit and to dispose of and vary such investments and securities, provided that the Company shall obtain any consents and comply with any conditions that may be required by law;
  - 4.8 to spend the funds of the Company in such manner as it thinks most beneficial for the achievement of the Objects;

- 4.9 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, alter or improve any buildings which the Company may think fit;
- 4.10 to insure to full value against loss or damage any property owned by or in the possession or use of the Company and to pay the premiums for such insurance and any costs connected with ascertaining the value of the said property from the funds of the Company;
- 4.11 to sell, let, grant securities over, turn to account or otherwise dispose of all or any of the assets of the Company;
- 4.12 to employ and pay such staff (who shall not be Directors of the Company) as are necessary for carrying out the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 4.13 to employ, engage, commission, hire or retain the services of professional or technical advisors and to pay all reasonable and proper fees, charges, retainers, expenses and other costs for services rendered by them to the Company;
- 4.14 to insure and indemnify all employees and voluntary workers of the Company against loss, accident, death, personal injury, professional liability and all such other risks incurred in the performance of their duties to a value which the Company shall think fit (but which shall at least be to any minimum value required by law) and to pay the premiums for such insurance from the funds of the Company;
- 4.15 to effect all such other insurances as are deemed necessary to safeguard the assets and interests of the Company;
- 4.16 to commission, undertake or contribute to research, surveys and audits and to publish or distribute the findings of research or other information in support of the Objects provided that in doing so the Company shall not undertake unlawful political campaigning;
- 4.17 to assert, claim and protect any copyright and associated moral rights, to purchase and register trade marks, patents, designs, names and logos and to assign and receive consideration for copyright and any other intellectual property owned by the Company;
- 4.18 to provide, support or assist in the provision of exhibitions, meetings, conferences, displays, seminars, lectures or other similar activities or events provided that in doing so the Company shall not undertake unlawful political campaigning;

- 4.19 to establish or support the establishment of any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.20 to subscribe to, become a member of, amalgamate or cooperate with other charities, voluntary bodies or other bodies not formed for the purposes of profit, and to cooperate with statutory and other bodies in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them;
- 4.21 to establish or help the establishment of any trading company or subsidiary (which shall be wholly owned by the Company) and to receive funds from any such company or subsidiary by way of deed of covenant, gift aid or dividend and to invest funds of the Company in any such company or subsidiary provided that such investment shall only take the form of properly secured loans and provided also that the Company complies with any conditions or obtains any consents required by law.
- 4.22 to initiate or defend legal proceedings relating to the Company, its property, its employees and voluntary workers and its Directors and, subject to Article 173 in the Company's Articles of Association, to meet legal costs (where these are not recoverable from other parties) from the funds of the Company;
- 4.23 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation, incorporation, registration, maintenance and administration of the Company;
- 4.24 to do all other lawful things which may be incidental or conducive to the achievement of the Objects.

### **Income and property**

- 5 The income and property of the Company shall be used solely for the promotion of the Objects. Subject to the exceptions of clause 6 no part of the income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or benefit in money or money's worth from the Company.
- 6 Clause 5 shall not prevent the payment in good faith by the Company of:
  - 6.1 the usual professional charges for business done by any Director who is engaged in a profession, or by her or his partner or firm, when instructed by the Company to act in a professional capacity on its behalf; provided that:

- 6.1.1 the remuneration to be received by any Director is, in the opinion of the other Directors, reasonable in the circumstances; and
  - 6.1.2 at no time shall a majority of the Directors benefit under this provision: and
  - 6.1.3 a Director shall withdraw from any meeting at which her or his appointment or payment, or that of her or his partner or firm, is under discussion; and
  - 6.1.4 the maximum amount of the remuneration to be received by any Director is set out in a written agreement between the Company and the said Director, or that of her or his partner or firm.
- 6.2 reasonable and proper payment for any services rendered to the Company by any member, officer or agent of the Company who is not a Director;
  - 6.3 interest on money lent by any member or Director of the Company at a reasonable and proper rate per year not exceeding the published base lending rate of a clearing bank to be chosen by the Directors;
  - 6.4 fees, remuneration or other benefit in money or money's worth to any other company of which a Director may also be a member holding not more than one hundredth part of the issued capital of that company;
  - 6.5 reasonable and proper rent not exceeding the open market value for premises let to the Company by any member or Director;
  - 6.6 reasonable payments to reimburse any Director for out-of-pocket expenses incurred by her or him in the course of carrying out her or his duties as a Director.

### **Limited liability**

- 7 The liability of the members of the Company is limited.
- 8 Every member of the Company shall undertake to contribute such amount as may be required, not exceeding £1 (one pound), to the Company's assets if it should be wound up while she or he is a member or within one year after she or he ceases to be a member, for payment of the Company's debts and liabilities contracted before she or he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories amongst themselves.

### **Restrictions on amendments to this Memorandum**

- 9 No amendment shall be made to the provisions of this Memorandum as shall make the Company a company to which section 30 of the Companies Act 1985 does not apply.
- 10 No amendment shall be made to clauses 1 (name), 3 (Objects), 11 (disposal of assets on dissolution) or this clause without the prior written consent of the Office of the Scottish Charity Regulator under sections 11, 16(a) and 16(c) of the Charities and Trustee Investment (Scotland) Act 2005 and generally no amendment shall be made which would have the effect of the Company ceasing to be a charity in law.

### **Disposal of assets upon dissolution**

- 11 If the Company is wound up or dissolved and after all its debts and liabilities have been met there remains any property it shall not be paid to or distributed among the members or Directors of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

**We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.**

.....  
**Jonathan David CLARKE**  
Flat 8, 114 Viewforth  
EDINBURGH EH10 4LN

.....  
**Ian David COPLEY**  
Woodcote Mains Farmhouse, Fala  
EDINBURGH EH37 5TQ

.....  
**Ben Lloyd HALLIWELL**  
7/11 Sciennes House Place  
EDINBURGH EH9 2AD

.....  
**Robyn Edith Nicolette HAMBROOK**  
60 Strathearn Road  
EDINBURGH EH9 2AD

.....  
**Andrew Maddock HOPKER**  
Bay Farm, Rhossili, Gower  
SWANSEA SA3 1PL

.....  
**Alan Linton HOWSE**  
14A Fettes Row  
EDINBURGH EH3 6RH

.....  
**Phyllis Kay MARTIN**  
Flat 2/2, 5 Admiral Street  
GLASGOW G41 1HP

.....

**Neil James RICHARDSON**  
Flat 1F2, 50 Spottiswoode Street  
EDINBURGH EH9 1DG

.....

**Alison ROWAN**  
99/7 Morrison Street  
EDINBURGH EH3 8BX

Dated this ..... day of ..... 2008

Witness to the above signatures .....

Name: .....

Address: .....