

THE COMPANIES ACTS 1985 AND 2006

PRIVATE CHARITABLE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

COMMUNITY ABILITY NETWORK

MEMORANDUM OF ASSOCIATION

**Incorporated under the Companies Act 1985 on 28 March 2002
Company No. SC 229793**

**Formerly known as: Craigmillar Ability Network
Change of name by special resolution on : 9 December 2009**

Statement of purposes amended by special resolution on : 9 December 2009

Registered Scottish charity no. SC 033024

Prepared for Community Ability Network by:

EDINBURGH VOLUNTARY ORGANISATIONS' COUNCIL
14 ASHLEY PLACE
EDINBURGH
EH6 5PX



COMMUNITY ABILITY NETWORK

MEMORANDUM OF ASSOCIATION

Name

- 1 The name of the company to be formed under this Memorandum is **Community Ability Network** (and in this Memorandum it is called 'the Network').

Registered Office

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

Area of Benefit

- 3 The area over which the Network shall operate shall be the City of Edinburgh and immediate surrounding area (in this Memorandum called 'the Area of Benefit').

Purposes

- 4 The purposes for which the Network is established (in this Memorandum referred to as 'the Purposes') shall be wholly charitable. The word 'charitable' wherever it appears in this Memorandum and in the Articles in describing the purposes of the Network shall mean a charitable purpose under section 7 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.
- 5 In particular the Purposes shall be to provide relief for and advance the education of people with disabilities and/or persons who consider themselves to be disadvantaged living within the Area of Benefit with the aim of improving their quality of life and supporting them to participate fully in the economic, social and civic life of their community.

Activities

- 6 Without prejudice to the general nature of the Purposes, as described in clause 5, the Network may undertake the following activities in order to achieve the Purposes:
- 6.1 to provide information, advice and guidance on opportunities for training, education, skills development and employment for people with disabilities and/or persons who consider themselves to be disadvantaged;
 - 6.2 to provide support and advocacy for people with disabilities and/or persons who consider themselves to be disadvantaged, their families and carers, to enable them to have equal access to all local facilities and services;
 - 6.3 to improve understanding of and encourage commitment to the promotion of disability equality among policy makers, planners, employers, service providers and the general public;
 - 6.4 to bring together and maintain a Forum or similar body of people with disabilities and/or persons who consider themselves to be disadvantaged living within the Area of Benefit as a means of:
 - exchanging information and experiences,
 - providing mutual support and encouragement;
 - enabling collective responses to consultation, and
 - representing the interests of disabled and/or people on relevant bodies.

Powers

- 7 In order to achieve the Purposes, but not for any other purpose, the Network and its Board of Directors shall have the following powers:
- 7.1 to raise funds and to invite and receive contributions from any person or body by way of subscription, donation or otherwise provided that the Network shall have the right to refuse any offer, gift or bequest in whole or in part if it thinks fit and provided also that the Network shall comply with all relevant statutory regulations;
 - 7.2 to charge fees for goods or services produced or supplied by the Network
 - 7.3 to enter into contracts with other bodies and to provide or receive goods or services on such contracts
 - 7.4 to operate bank or building society accounts in the name of the Network and to carry out any lawful financial transactions in respect of such accounts;
 - 7.5 to borrow and raise money on loan or advance in such manner and upon such security as the Network shall think fit;

- 7.6 to invest in the name of the Network any of its funds not immediately required for the furtherance of the Purposes in such investments, or upon such securities and property as the Network may think fit and to dispose of and vary such investments and securities, provided that the Network obtains any consents and complies with any conditions that may be required by law;
- 7.7 to spend the funds of the Network in such manner as it thinks most beneficial for the achievement of the Purposes;
- 7.8 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 Network may think fit;
- 7.9 to insure to full value against loss or damage any property owned by or in the possession or use of the Network and to pay the premiums for such insurance and any costs connected with ascertaining the value of the property from the funds of the Network;
- 7.10 to sell, let, mortgage, or otherwise dispose of all or any of the real or personal property of the Network;
- 7.11 to employ and pay such staff (who shall not be Directors of the Network) as are necessary for carrying out the Purposes and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents;
- 7.12 to employ, engage, commission, hire or retain the services of professional or technical advisers and to pay all reasonable and proper fees, charges, retainers, expenses and other costs for services rendered by them to the Network;
- 7.13 to insure and indemnify all employees and voluntary workers of the Network 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 Network 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 Network;
- 7.14 to commission or undertake research, surveys and audits and to publish or distribute the findings of research or other information in support of the Purposes provided that in doing so the Network shall not undertake political campaigning;
- 7.15 to provide, support or assist in the provision of exhibitions, meetings, conferences, seminars, lectures or other similar activities provided that in doing so the Network shall not undertake political campaigning;

- 7.16 to establish or support, or aid the establishment and support of any charitable trusts, associations or institutions formed for all or any of the Purposes;
- 7.17 to subscribe to, become a member of, amalgamate or co-operate with other charities, voluntary bodies or other bodies not formed for the purposes of profit, and to co-operate with statutory bodies in furtherance of the Purposes or of similar charitable purposes and to exchange information and advice with them;
- 7.18 to instigate or defend legal proceedings relating to the Network, its property, its employees and voluntary workers and its Directors, and to meet legal costs (where these are not recoverable from other parties) from the funds of the Network;
- 7.19 to pay out of the funds of the Network the costs, charges and expenses of and incidental to the formation, incorporation, registration, maintenance and administration of the Network;
- 7.20 to do all other lawful things necessary for the achievement of the Purposes.

Income and Property

- 8 The income and property of the Network shall be used solely for the promotion of the Purposes. With the exception of the circumstances described in clause 9 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 Network and no Director shall be appointed to any office of the Network paid by salary or fees or receive any payment or benefit in money or money's worth from the Network.
- 9 Nothing in clause 8 shall prevent the payment in good faith by the Network of:
 - 9.1 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 Network to act in a professional capacity on its behalf, provided that at no time shall a majority of the Directors benefit under this provision and provided also that 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;
 - 9.2 reasonable and proper payment for any services rendered to the Network by any member, officer or servant of the Network who is not a Director;
 - 9.3 interest on money lent by any member or Director of the Network at a reasonable and proper rate per year not exceeding 2 per cent less than the published base lending rate of a clearing bank to be chosen by the Directors;

- 9.4 fees, payment 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;
- 9.5 reasonable and proper rent not exceeding the open market value for premises let to the Network by any member or Director;
- 9.6 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 duty as a Director.

Limited Liability

- 10 The liability of the members of the Network is limited.
- 11 Every member of the Network agrees to contribute such amount as may be required, not exceeding £1 (one pound), to the Network'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 Network's debts and liabilities contracted before she or he ceased 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.

Disposal of Assets upon Dissolution

- 12 If the Network 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 of the Network, but shall be given or transferred to some other charity or charities having purposes similar to the Purposes chosen by the members of the Network at or before the time of dissolution and if that cannot be done then to some other charitable purpose.

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

..... Sandra BUCHANAN
25/1 Greendykes Gardens
Edinburgh EH16 4HW

..... John HARDIE
52/6 Niddrie House Avenue
Edinburgh EH16 4UD

..... Maureen HARDIE
52/6 Niddrie House Avenue
Edinburgh EH16 4UD

..... Kathleen Connelly McNEILL
89/4 Niddrie House Drive
Edinburgh EH16 4TR

..... Valerie Patricia O'ROURKE
37 Craigmillar Castle Road
Edinburgh EH16 4DB

Dated this **TWENTIETH** day of **MARCH** 2002

Witness to the above signatures

Name: Steven John KENT

Address: 3 Magdala Mews
Edinburgh
EH12 5BX

Occupation: Voluntary Sector Development Worker