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the scottish fisheries museum trust ltd.



COMPANY NUMBER:

45381

Special Resolution

of

THE SCOTTISH FISHERIES MUSEUM TRUST LIMITED

passed

At an Extraordinary General Meeting of the above Company, duly convened and held at THE CRAW'S NEST HOTEL, ANSTRUTHER, FIFE on the SIXTEENTH MAY 1992 the subjoined Special Resolution was duly passed, viz:-

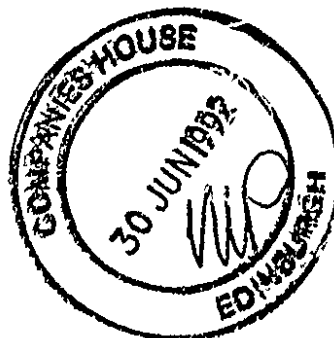
RESOLUTION

"THAT THE TRUST'S MEMORANDUM OF ASSOCIATION BE MODIFIED TO MEET THE REQUIREMENTS OF SCOTTISH MUSEUMS' COUNCIL."

(proposed D Turner; seconded W D Batchelor; passed unanimously)

Designation of signatory

Secretary



PRESIDENT: KEW LORIMER, R.S.A., F.R.B.S.

Registered Office:- ST. AYLES, HARBOURHEAD, ANSTRUTHER, FIFE, KY10 3AB. Telop (0333) 310628 or 311073.

THE COMPANIES ACTS 1985 and 1990
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE SCOTTISH FISHERIES MUSEUM TRUST LIMITED



PRELIMINARY

In this Memorandum unless there be something in the subject or context inconsistent therewith:-

"The Memorandum" means this Memorandum of Association or such as is in force from time to time.

"The Articles" means the Articles of Association of the Trust as in force from time to time.

"The Executive Board" means the Executive Board of Management of the Trust appointed in terms of the Articles.

"The Collection" means that body of material evidence having collective or individual historical, artistic or scientific importance, the possession of which enables the Trust to be constituted as a Museum.

"A Specimen" means any individual item comprised in the Collection.

"A Museum" means an institution which collects, documents, preserves, exhibits and interprets material evidence and associated information for the public benefit; And which is recognised or capable of being recognised by the Museums & Galleries Commission as being properly constituted and as performing the required functions in an acceptable manner.

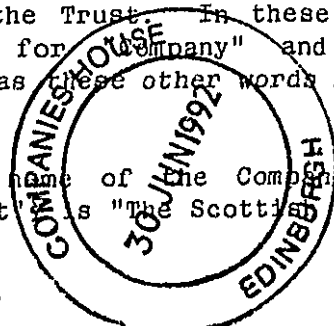
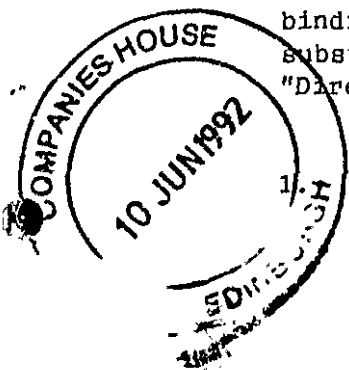
"The Act" means the Companies Act 1985, and any amendment, extension or re-enactment thereof for the time being in force.

"Member" means a member for the time being of the Trust in terms of the Articles.

Words importing the singular number only include the plural and vice versa.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act as in force at the date at which this Memorandum of Association became binding on the Trust. In these presents, the word "Trust" shall be substituted for "Company" and the words "Executive Board" for "Directors" as these other words respectively appear in the Act.

The name of the Company (hereinafter referred to as "the Trust") is "The Scottish Fisheries Museum Trust Limited".



2. The Registered Office of the Company will be situated in Scotland.

3. The objects of the Trust are:-

(a) To maintain the Museum known as "The Scottish Fisheries Museum" at the range of buildings known as St. Ayles, Harbourhead, Anstruther, Fife or any other buildings as hereinafter provided wherein to bring together, hold, adequately house, conserve and document a Collection of Specimens being of historical, artistic or scientific importance and all associated with the Scottish Fishing Industry and in respect of which there will be a strong presumption against the subsequent disposal of the item.

(b) To acquire by purchase or otherwise, or to take on lease and thereafter restore, rebuild and maintain the said subjects known as St. Ayles, Anstruther and any other buildings contiguous or adjacent thereto.

(c) To advance and promote the education of the general public and in particular the inhabitants of Scotland without distinction of sex or political religious or other opinions by associating voluntary organisations, local authorities and other bodies of whatsoever status together with the inhabitants in a common effort to establish and preserve The Scottish Fisheries Museum and to obtain assistance and exchange ideas for the furtherance of these objects.

(d) To stimulate public interest in the Museum as a focal point of education and of historic, artistic or scientific interest thereby improving the facilities available for general public amenity and education.

(e) To display and publicise the Collection for the public benefit, permit access to research workers and school children always providing that the safety and security of the Collection are not thereby endangered permitting with similar safeguards the loan of any Specimens for exhibition or research.

(f) To promote and assist in the collating and recording of historical, ethnological, archaeological, biological or other related information appropriate to purpose of the Museum as set out herein.

(g) To adopt a written collecting policy and review it at least every five years, which policy shall define the types of Specimens which the Trust wishes to include in the Collection and the geographical area from which such Specimens may be drawn.

(h) To maintain an accurate and current Register of all Specimens acquired for or removed from the Collection.

4. In furtherance of the objects of the Trust, the Trust shall have the following powers:-

(a) To purchase, take on lease, exchange, hire or otherwise

acquire any heritable or moveable real or personal property and any right or privileges which may from time to time be deemed necessary for the promotion of the Trust's objects and to construct, maintain, add to, improve, restore, maintain, furnish, equip and alter any building or structure necessary for the work of the Trust.

(b) To sell, let, grant security over, turn to account, manage and improve all or any of the property or assets of the Trust subject to such terms and conditions as may be thought expedient, to exercise any rights or privileges or advantages, servitudes or other benefits for the time being attached to such property or assets, and to undertake, maintain, execute and do all such lawful acts, matters and things as the Trust may be obliged or required or ought to do as owners of such property or assets, provided always that:-

i) The Trust shall create no heritable security, charge, pledge or any encumbrance (other than those arising by operation of law) over any Specimen comprised in the Collection.

ii) Any decision to sell or otherwise dispose of any Specimen shall be made only by the Executive Board of the Trust acting with the advice of an appropriately qualified and/or experienced professional Museum Curator and only for the purpose of improving the quality of the Collection.

iii) Any Specimen identified for disposal from the Collection shall be offered first for transfer by loan, gift or exchange to any Museum administered by a charitable trust or public authority, before such Specimen is otherwise gifted or offered for sale to the public at auction or in any other manner.

iv) Any moneys received from the disposal of any Specimen shall be applied for the benefit of the Collection and in particular, but not necessarily exclusively, to purchase items for the Collection.

(c) Subject to Clause 4 (b) above, to feu, sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with all or any part of the property of the Trust as may be expedient with a view to the promotion of its objects.

(d) To co-operate with any local authority, public body, association, museum, or any other body of an uncommercial character, having interest similar to the objects of the Trust, and that for the purpose of obtaining assistance or of exchanging ideas for the plans of the upkeep of a museum.

(e) Subject to Clause 4 (b), to acquire either by purchase or otherwise, collect, uplift and take over any Specimens which may be of a nature suitable for the Collection to form exhibits within the said museum and to sell or otherwise dispose of any such Specimens as may appear to the Trust to be appropriate from time to time insofar as they competently so do and to arrange from time to time exchange Specimens with other museums or bodies of a similar nature, and to store Specimens from time to time.

(f) To provide and collect from the Members or otherwise funds for the purpose of carrying on or furthering the objects of the Trust, and to accept testamentary gifts of land or other property or of money, grants, donations, gifts, endowments and also Specimens suitable for exhibition.

(g) To charge a sum of money for admission to the Museum, which sum may be varied as may from time to time as appropriate.

(h) To insure, in so far as may be deemed appropriate, all the buildings belonging to the Trust or associated therewith and the contents thereof including the Specimens.

(i) Subject to Clause 4 (b), to raise or borrow any money required for the purposes of the Trust upon such terms and such securities as may be determined, and to create mortgages or issue debentures or debenture stock, perpetual or otherwise, charged upon all or any of the property, both present and future, of the Trust, to secure any monies so borrowed or raised, or to secure any obligations to which the Trust is subject.

(j) To invest the monies of the Trust not immediately required upon such securities or otherwise in such manner as may from time to time be determined.

(k) To do all such lawful things as are incidental or conducive to the attainment of the above objects or any of them.

(l) To take such steps by personal or written appeals, advertising matter, public meeting, film shows, sales of booklets and other items or otherwise as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Trust to carry out any of its objects which may require assistance.

(m) To employ and (subject to the provisions of Clause 5) remunerate staff of the Trust.

5. The income and property of the Trust whencesoever derived shall be applied solely towards the promotion of the objects of the Trust 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 the members of the Trust.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Trust, and to any member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a reasonable rate to any member of the Trust but so that no member of the governing body of the Trust shall be appointed to any salaried office of the Trust, or any office of the Trust paid by fees and that no remuneration or other benefit in money or monies worth shall be given by the Trust to any member of such governing body

except repayment of out of pocket expenses and interest at the rate aforesaid on money lent to the Trust.

6. The liability of the members is limited.

7. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up during the time that he is a member, or within one year afterwards for payment of the debts and liabilities of the Trust contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up of the same, and for the adjustment of the rights of the contributories such amount as may be required not exceeding one pound.

Upon the winding up or dissolution of the Trust, its debts and liabilities shall be satisfied exclusively out of the assets of the Trust other than the Collection, unless such assets shall prove insufficient for the purpose; In such event, only such minimum number of Specimens out of the Collection shall be sold as shall be required to produce sufficient moneys to meet the remaining debts and liabilities of the Trust, such sale or sales (save under compulsion of law) to take place as set out in Clause 4.5. The Collection and other assets of the Trust, after satisfaction of its debts and liabilities, shall not be paid to or distributed among the Members of the Trust or returned to donors but shall be given or transferred to the North East Fife District Council Museums the Collection to be integrated with the existing collection of the said Museum or maintained as a separate collection, on terms consistent with the provisions of Clause 3 hereof, at the option of the said Museum, and the other assets likewise to be added to the existing funds held for the maintenance and development of the existing collection of the said Museum or held as a separate fund for the maintenance and development of the Collection as a separate collection, provided that:-

(a) The said Museum shall in turn be empowered to give or transfer all or part of the Collection and other assets and any moneys subsequently realised from the Collection, on the same terms and with the same powers (including the power of subsequent gift or transfer) under which they were received by the said Museum, to such other institution (whether established as a local authority, Company or Trust) having objects (whether its sole objects or part only of its objects) consistent with the provisions of Clause 3 hereof and which, if a Company or Trust, shall prohibit the distribution of its income and assets among its members or beneficiaries to an extent at least as great as is imposed on the Trust under or by virtue of Clause 5 as may be determined by the Executive Board and

(b) If the said Museum shall no longer exist at the time of winding up or dissolution of the Trust, or shall not accept the Collection and other assets of the Trust, the same shall be given or transferred to another institution as described in proviso (a) above, on the same terms and with the same powers (including the power of subsequent gift or transfer of all or any part of the Collection and other assets as the said Museum

would have had as may be determined by the Members of the Trust with (if requisite) the written approval of the Lord Advocate or the authority of any court having jurisdiction over the distribution of the assets of the Trust, whether before, at or after the date of winding up or dissolution of the Trust.

Declaring that if at any time the institution holding the Collection and other assets and moneys or any part thereof desires to give or transfer all or any part of the same to another institution, the institution to which such gift or transfer is intended to be made shall, as a condition of its receipt of the Collection and other assets and moneys or any part thereof, undertake that the said other assets and moneys, and any moneys subsequently realised from the Collection, shall be applied only for the purpose of maintaining and developing the Collection, or another collection, or such institution with which the Collection or parts thereof shall be integrated, or otherwise for charitable purposes only;

And if and insofar as effect cannot at any time be given to the aforesaid provisions, the Collection and other assets (if any) of the Trust shall be applied for charitable purposes only.

8. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Trust; And subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations of the Trust for the time being shall be open to the inspection of the members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors who shall report the result to the Trust.