

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE & NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION OF**  
**NORTH EDINBURGH DEMENTIA PROJECT**

- (1) The Company's name is "North Edinburgh Dementia Project". The Company is exempt from the requirements of the Company's Act 1985 relating to the use of "Limited" as part of the Company name, in terms of Section 30 of the said Act.
- (2) The Company's registered Office is to be in Scotland.
- (3) The Company's objects are:
  - (a) to promote the welfare of and to improve the quality of life for people with dementia
  - (b) to relieve the stress of the carers of such people; and
  - (c) to advance the education of the public generally and in particular to increase the knowledge of the public and to make the public more aware of the causes and the effects of dementia.
- (4) In furtherance of the above objects, but not otherwise, the company is established for the following ancillary purposes:
  - a) To carry on any other charitable purpose or objective which can be advantageously or conveniently carried on by the Company by way of an extension of or in association with the objects stated in Clause 3 hereof or which may be calculated directly or indirectly to advance the objectives stated in the said last mentioned clause.
  - b) To carry out any and all assessment or investigation into the means and status of persons seeking to obtain some or all of the services provided by the Company, or by any other organisation, statutory, voluntary, or privately owned, capable of providing the same services.
  - c) To enter into agreements and arrangements with statutory and voluntary organisations with a view to facilitating access by people with dementia and their carers to the services to be provided by the Company.
  - d) To promote, facilitate, and support the use of volunteers and unpaid workers within the Company for the furtherance of its objects, and to reimburse such persons for any out of pocket expenses necessarily incurred by them in respect of their said work.
    - (dA) to either provide or assist in the provision of, all day care facilities which are appropriate for people with dementia.



- (dB) to provide advice and respite care to carers of people with dementia.
- e) To borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.
- f) To obtain, collect, and receive money and funds by way of contributions, donations, legacies, grants and any other lawful method and to accept and receive gifts of property of any description (whether subject to any special trusts or not).
- g) To procure to be written or printed, published, issued, and circulated, gratuitously or otherwise, any reports, periodicals, books, pamphlets, leaflets, or other documents.
- h) To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, seminars and training courses, all for the purpose of increasing knowledge and awareness of the objects referred to in clause 3.
- i) To promote companies whose activities may through the generation of income support the furtherance of one or more of the above objects, acquire and hold shares, stocks, debentures and other interests in such companies and carry out, in relation to any such company which is a subsidiary of the Company, all such functions as may be associated with a holding Company.
- j) To promote, encourage or undertake organised research and experimental work and disseminate the result of such research.
- k) To provide evidence for Government, local Government or other enquiries.
- l) To invest and deal with the money of the Company not immediately required in or upon such investments, securities, or properties as may be thought fit.
- m) To make any charitable donation either in cash or in assets for the furtherance of the objects of the Company.
- n) To apply and remunerate any person or persons to supervise, organise and carry on the work of the Company.
- o) To arrange and maintain any insurance against risk, loss, or liability to which the Company or its members, offices or employees may be subject.
- p) To accept, purchase, take on lease or exchange, hire or otherwise acquire any heritable or moveable property, whether or not subject to any trust and to sell, lease,  
give or otherwise dispose of, deal with or mortgage such property.

- q) To pay all or any of the expenses incurred in connection with promotion, formation and incorporation of the Company.
- r) To make reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- s) To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.
- t) To draw, make, accept, indorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- u) To establish or support any organisation or association or other unincorporated body having objects altogether or in parts similar to those of the Company, and to promote any Company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on.
- v) To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations, or otherwise.
- w) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this company is authorised to amalgamate.
- x) To do anything which may be incidental or conducive to the attainment of any of the objects of the Company.

And it is declared that:

- (1) In this clause, and throughout this memorandum of association, the word "charitable" shall have the meaning ascribed to it for the purposes of Section 505 of the Income and Corporation Taxes Act 1988, including any statutory amendment or reenactment for the time being in force.
- (2) This clause and the whole Memorandum and Articles of Association of the Company shall be read and interpreted as if there were embodied therein an overriding qualification to the effect that no expenditure of income by the Company shall be permitted for the purpose of carrying out any activities which are not wholly charitable within the meaning of Section 505 of the Income and Corporation Taxes Act 1988 or of any statutory modification or amendment thereof, and that in all cases in which activities permitted

by the objects of the Company are in their nature capable of being exercised for the purposes which are not charitable or only partially so, as well as for the purposes which are wholly charitable, the powers contained in the objects of the Company shall be held to limit such activities to those which will not prejudice the charitable status of the Company within the statutory meaning before mentioned.

- (5) Subject to the provisions of this clause,
- (a) The income and property of the Company shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Association.
  - (b) No part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the members of the company.
  - (c) No benefit in money or money's worth shall be given by the Company to any director except repayment of out of pocket expenses.
- (6) The Company shall, notwithstanding the provisions of clause 5, be entitled
- (a) To pay reasonable and proper remuneration to any director or member of the company in return to services actually rendered to the company.
  - (b) To pay interest at a rate not exceeding the commercial rate on money lent to the Company by any director or member of the Company.
  - (c) To pay rent at a rate not exceeding the open market rent for premises let to the Company by any director or member of the Company.
  - (d) To purchase assets from, or sell assets to, any director or any member of the Company providing that such purchase or sale is at market value.
- (7) The liability of members is limited.
- (8) Every member of the Company undertakes to contribute such amount as may be required (not exceeding ONE POUND STERLING) 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 ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors amongst themselves.
- (9) If on the winding up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company but will be
- 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 Company and whose constitution restricts the distribution of income and assets amongst members to an extent at least as great as does Clause 5 of this Memorandum of Association. The body or bodies to which such property may be transferred under this clause shall be determined by the members of the Company at the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction. 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.

- (10) Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place and a record of the assets and liabilities of the Company; such accounting record shall be open to inspection at all times by any director of the Company. The Company's auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in general meetings.

NEDPMEM