

THE COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

TREFOIL HOUSE

1. The name of the Company is Trefoil House.
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 a wholly charitable purpose, (the expression "charitable purpose" meaning a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005, including any statutory amendment or re-enactment thereof for the time being in force, which is also regarded as a charitable purpose in relation to the application of the Taxes Acts (which meaning shall be assigned to the expression "charitable purpose" wherever it appears in this Memorandum of Association) and the expressions "charitable body", "charitable bodies" and "charitable Company" meaning a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts (which meaning shall be assigned to the words "charitable body", "charitable bodies" and "charitable Company" wherever they appear in this Memorandum of Association)), the powers of the Company under this clause shall be deemed to be limited to the carrying on of such activity in such 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:-
 - 3.1 To aid, assist and promote, to their advantage, the interests of children and young people (the expression "children and young people" meaning persons under the age

of 25 years at the time they first apply to the Company for assistance) with special needs, including but not limited to physical disability, caring obligations, other disadvantage or learning and psycho-social needs (or a combination thereof) and to foster their independence, confidence and assertiveness and in particular but without limitation in pursuance thereof to:

- 3.1.1 promote educational opportunities, social skills development and vocational training and personal development opportunities;
- 3.1.2 advance their physical, mental and emotional health by promoting aid and assistance whether directly or indirectly;
- 3.1.3 promote or organise recreational facilities, with the object of improving their condition and/or enjoyment of life;
- 3.2 In furtherance thereof, but not otherwise, the Company may exercise any or all of the following powers:-
 - 3.2.1 To obtain from public benevolence by means of subscription, donation, bequest or otherwise gifts of money or property and to raise funds by any other legal means;
 - 3.2.2 To promote respite or residential or nursing care or any combination thereof for persons qualified to benefit from the Company;
 - 3.2.3 To acquire and take over the whole or any part of the undertakings and liabilities of any person entitled to any property or rights suitable for any of the objects of the Company;
 - 3.2.4 To purchase, lease, hire, take in exchange and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;
 - 3.2.5 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertakings, property and rights of the Company;
 - 3.2.6 To sell, let, grant security over, turn to account, manage and improve all or any of the property or assets of the Company 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

Company may be obliged or required or ought to do as owners of such property or assets.

- 3.2.7 To borrow on such terms as the Company may think fit;
- 3.2.8 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.2.9 To remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the Company and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person;
- 3.2.10 To promote any private Act of Parliament, Provisional Order or other authority to enable the Company to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Company's interest, and to oppose or object to any application or proceedings which may prejudice the Company's interests;
- 3.2.11 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;
- 3.2.12 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated;
- 3.2.13 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of;
- 3.2.14 To effect insurance against risks of all kinds;
- 3.2.15 To invest moneys of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities;

- 3.2.16 To establish and support any association or other unincorporated body having objects altogether or in part 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;
- 3.2.17 To amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company.
- 3.2.18 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any Company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 3.2.19 To transfer all or any part of the undertakings, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 3.2.20 To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Company or with the furtherance of its objects;
- 3.2.21 To contribute to, make grants to, advance money to or otherwise support any body whether or not incorporated but that solely in furtherance of the objects of the Company;
- 3.2.22 To accept subscriptions, grants, donations, gifts, legacies and endowment of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
- 3.2.23 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;
- 3.2.24 To carry out any of these objects in any part of the world as principal, agent, contractor, sub-contractor, trustee or acting in any other capacity and either alone or in conjunction with others;

3.2.25 Generally 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 in this clause where the context so admits "property" means any property, heritable or moveable, real or personal, wherever situated.

4.

4.1 Subject to clause 4.2:

- (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 provided that nothing shall prevent the payment and application in good faith of the income or property of the company towards or for the purposes herein set forth as the objects of the company although one or more members thereby benefit directly or indirectly;
- (c) no director of the Company shall be appointed to any office under the Company in respect of which a fee or other payment is payable except as stated hereafter;
- (d) no benefit in money or money's worth shall be given by the Company to any director except repayment of out-of-pocket expenses except as stated hereafter;

4.2 The Company shall, notwithstanding the provisions of clause 4.1, be entitled:

- (a) to pay reasonable and proper remuneration to any director or member of the Company in return for 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 and

(d) to purchase assets from, or sell assets to, any director or member of the Company providing such purchase or sale is at market value.

5. The liability of the members is limited.
6. 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 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 among themselves.
7. Upon the winding up or dissolution of the company its assets after satisfaction of its debts and liabilities shall not be paid to or distributed among the members of the company or returned to the donors but shall be transferred to such other charitable Company, Trust or Association having objects similar to the objects of the Company as the Directors may determine.
8. **Accounting**
 - 8.1 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 take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any director of the Company;
 - 8.2 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 meeting.

I, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Authorised Copy:

P Nussey
Chairman
Date: