

MEMORANDUM OF  
ASSOCIATION

of

THE MORAY FIRTH  
PARTNERSHIP

Adopted by the Partnership at the  
Annual General Meeting on  
10 February 2004

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Morton Fraser Commercial  
30 – 31 Queen Street  
Edinburgh EH2 1JX

FAS4958CM

COMPANIES ACT 1985COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITALMEMORANDUM OF ASSOCIATION

OF

THE MORAY FIRTH PARTNERSHIP  
("the Partnership")

1. The Partnership's name is THE MORAY FIRTH PARTNERSHIP.
2. The Partnership's registered office is to be situated in Scotland.
3. The objects for which the Partnership is established are:
  - (a) The objects for which the Partnership is established are:
    - (i) for the benefit of the local communities living and working within the area of the Moray Firth and the public generally to advance the education of those local communities in particular and the public as a whole in the wise and sustainable use and conservation of the resources of the Moray Firth, and (where it has an impact on the foregoing) the land surrounding the Moray Firth. (For the purposes of this clause 3, "the Moray Firth" shall include that part of the territorial waters of the Moray Firth that extends from Duncansby Head to Fraserburgh and the landward area where it has impact upon the Moray Firth (hereinafter called "the Principal Objective"); and
    - (ii) to preserve and protect for the public benefit, the environment covering the land, coastal zones and waters of the Moray Firth area by providing guidance to stakeholders on how to create sustainable management policies and integrate their policies with those of other users of the Moray Firth's natural, economic, social, recreational and cultural resources; and
  - (b) (without prejudice to the foregoing generality) to:-
    - (i) improve the communication and exchange of information relating to the Principal Objective by bringing together representatives or organisations with an interest in the Principal Objective;
    - (ii) promote the development and implementation of a management strategy (or management recommendations) that will identify and assess issues and opportunities and reconcile any problems in the achievement of the Principal Objective;
    - (iii) collect and disseminate information on all matters relevant to the work of the Partnership in relation to the Principal Objective or any of the other objects of the Partnership;
    - (iv) promote encourage and lead joint initiatives amongst the members of

the Partnership and other persons and organisations with an interest in the Principal Objective in respect of the Principal Objective;

- (v) promote education to extend awareness and understanding of issues related to the Principal Objective;
- (vi) co-ordinate, monitor and review progress of work initiated by the Partnership in furtherance of its objects; and
- (vii) create links with national and international estuarine groups to promote the Principal Objective and good practice and integrated action generally.

And in furtherance of the above-mentioned objects but for no other purpose, the Partnership shall have the following powers, namely:-

- (a) to purchase, take on lease or in exchange by way of excambion or by other means acquire and hold any feudal, freehold, leasehold or other property or lands, tenements and hereditaments and any rights, privileges, servitudes and easements over or in respect of any property;
- (b) to manage, maintain, improve, repair, renovate, develop and expend money in maintaining, improving or adding to such holdings;
- (c) to sell, feu, sub-divide, let or dispose of all or part of any property or rights for the benefit of the Partnership and its objects;
- (d) to repair, renovate, restore, rebuild, act as adviser and generally promote the preservation and conservation of any land or building vested in the Partnership or in any other charitable body;
- (e) to provide, purchase, take on lease, furnish and fit out, maintain and manage, such land or building as may be required for any purpose of the Partnership;
- (f) to purchase, take on lease, acquire and use for any purpose of the Partnership any machinery, stock-in-trade and other property, rights, privileges and interests and other rights of whatever kind, real or heritable, and personal or moveable or any of them; and to hold exercise, develop, improve, sell, lease, hire, exchange, mortgage, alter, pledge or otherwise deal with or dispose of them;
- (g) to take any gift of property, whether or not subject to any special trust or conditions, for any purpose within the purposes of the Partnership, provided that such special trust is not inconsistent with the objects;
- (h) to establish or promote or concur in establishing or promoting any partnership or companies or body or bodies for any purpose which may seem directly or indirectly calculated to benefit the Partnership;
- (i) to pay all preliminary expenses of the Partnership and of any company promoted and formed by the Partnership or of any company in which the Partnership or its Members are interested;
- (j) to carry on the business or activity of a holding company in all its

branches, to co-ordinate the policy and administration of any companies or undertakings in which the Partnership is a member or participant of which are controlled by or associated with the Partnership in any matter, to assist financially, subsidise or enter into subvention agreements with any such companies or undertakings and to provide for them administrative executive secretarial banking and accountancy services or staff office accommodation or social welfare services and facilities and to act as secretaries, directors, registrars and agents thereof and to do anything which will or may promote the efficiency and profitability of the businesses or the efficiency of the activities carried on by any such companies or undertakings;

- (k) to take steps by personal or written appeal, public meetings, publications, etc. expedient for the purpose of procuring contributions to the funds of the Partnership or funds applicable for any particular charitable purpose by means of donations, covenants, subscriptions or other means;
- (l) to borrow or raise or secure money for the purpose of the Partnership in such manner and on such terms as to security and otherwise as the directors may think fit and to redeem, purchase or pay-off such securities;
- (m) to invest any monies of the Partnership not immediately required for its purpose in or upon such investments, securities, or property as the Partnership thinks fit and to lend any such monies to other charitable companies, institutions, societies, foundations or associations, having objects similar to those of the Partnership, or to individuals or firms for any purpose similar to the objects on such terms as the Partnership thinks fit;
- (n) to enter into any partnership, arrangement for sharing of profits, union of interests, reciprocal concessions or co-operation with any persons, companies or societies carrying on or about to carry on any business which the Partnership is authorised to carry on or any business or transactions capable of being conducted as to directly or indirectly benefit the Partnership and the furtherance or attainment of any of its objects;
- (o) to adopt such means of making known the business of, the services, and facilities provided by the Partnership, for the promotion of any of its objects and to make known to the public the existence of educational, historical and recreational facilities, features and services through the publications of any newspaper, periodical, books, leaflets, pamphlets or advertisements as may be considered desirable and of keeping the same before the public;
- (p) to undertake any research or survey as a charitable activity which directly or indirectly promotes any of the objects of the Partnership;
- (q) to remunerate any person, association, firm or partnership for services rendered or to be rendered to the Partnership under terms and conditions as the Partnership may deem fit and employ or secure the services of any employees or staff and provide remuneration and other benefits for such employees or staff and allocate their services to any

person, partnership, firm or other organisation on such terms as the Board may consider appropriate and give, award or contribute to pensions and annuities and superannuation for employees, staff and former employees and staff of the Partnership;

- (r) to retain or employ professional and technical advisers and servants as may be required for the purposes of the Partnership and to pay such fees, costs or other monies for or in connection with their services as may be thought expedient and to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their family and dependants;
- (s) to establish and support or aid in the establishment and support of any other society, charitable foundation or association formed for all or any of the objects of the Partnership, or connected in any way with the purposes of the Partnership or calculated to further its objects;
- (t) to co-operate and collaborate with any local or public authority or any other body concerned to achieve the objects of the Partnership;
- (u) to amalgamate with or assume responsibility for any one or more charitable companies, institutions, etc., having objects altogether or largely similar to the Partnership;
- (v) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the charitable companies, institutions, societies, foundations or associations with which the Partnership is authorised to amalgamate; and
- (w) to do all such other lawful things as will properly and necessarily further the attainment of the objects of the Partnership.

Provided that:-

- (I) nothing in this Clause shall authorise the Partnership to do anything which is not both exclusively charitable according to the law of Scotland for the time being and according to Section 505 of the Income and Corporation Taxes Act 1988 as subsequently amended or re-enacted;
- (II) in case the Partnership shall take or hold any property which may be subject to any trusts, the Partnership shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts.

5.

- (a) Subject to Clause 5(b)
  - (i) the income and property of the Partnership, shall be applied solely towards the promotion of its Objects as set forth in the Memorandum of Association;
  - (ii) no portion thereof shall be paid directly or indirectly by way of dividend, bonus or otherwise to members of the Partnership; and
  - (iii) no member of its Board of Directors shall be appointed to any office of the Partnership paid by salary or fees or receive any remuneration or other benefit in money or monies worth from the Partnership, other than repayment of out-of-pocket expenses.
- (b) Notwithstanding the provisions of Clause 5(a), the Partnership shall be entitled to pay reasonable and proper remuneration to any Member of the Partnership or of its

Board in return for services actually rendered to the Partnership (other than those carried out normally or habitually by any Director, officer or employee of the Partnership) and to reimburse any out-of-pocket expenses incurred by any such person on behalf of the Partnership in furtherance of its Objects.

6. The liability of the members is limited.
7. Every member of the Partnership undertakes to contribute to the assets of the Partnership in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Partnership 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 contributories among themselves such amount as may be required not exceeding £1 sterling.
8. If on break up or on the winding up or dissolution of the Partnership there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Partnership, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Partnership, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as imposed on the Partnership under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members of the Partnership at or before the time of dissolution, and if and so far as effect cannot be given to the foregoing provisions then to some other charitable object.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Partnership in pursuance of this Memorandum of Association.

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**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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Professor David William Mackay  
Whyalla  
Hillview  
Contin  
Ross-shire  
IV14 9ES

Witness

Name Esther Jane Lees  
Address Graesser House  
Dingwall

Dated 19 February 1999

George Stewart Hogg  
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Witness

Name Ben Leyshon  
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Dingwall  
Ross-shire

Dated 22 February 1999