

# Crail Community Trust

Crail Community Trust is a Guarantee Company under Company Number SC357939  
Scottish Charity under Scottish Charity Number SC040436  
Registered Office: J. & H. Mitchell W.S., 51 Atholl Road, Pitlochry, Perthshire PH16 5BU

## MEMBERSHIP FORM

**Title**      **Surname**

**Forenames/Initials**

**Address**

**Telephone number(s)**

**Email**

I wish to become a member of Crail Community Trust for a period of - please tick:

5 years (£5)

10 years (£10)

Cash or Cheque payable to: Crail Community Trust, c/o The Treasurer, 48 Nethergate, Crail.

**Signature**

**I agree to abide by the *Memorandum and Articles of Association* of Crail Community Trust, incorporated 8 April 2009  (please tick)**

*Memorandum of Association* - abridged below.

*Articles of Association*, detailing the election and roles of trustees and members, and the cycle of meetings, are provided to all members.

## ***Abridged Memorandum of Association***

### **Purposes of the CCT**

- (a) To manage community land and associated assets for the benefit of the Community and the public in general;
- (b) To improve conditions of life in the Community by providing and organising recreational facilities and activities;
- (c) To advance community development and regeneration;
- (d) To advance and support education about Crail's environment, culture and heritage for all age groups in the Community and the public in general;
- (e) To advance environmental protection and improvement through preservation and conservation of the natural and built environments of Crail, and promote sustainable development;
- (f) The above should attempt to adhere to principles of sustainable development (ie "development which meets the needs of the present without compromising the ability of future generations to meet their own needs").

### **Powers of the CCT**

- (a) To develop a spirit of voluntary commitment to the Community, and co-operation with individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and any other groups willing to assist the CCT;
- (b) To develop Community projects and programmes further to the decisions and initiatives agreed by the CCT's Trustees and Members;
- (c) To advise, consult and assist the Community;
- (d) To exchange and disseminate information concerning the above;
- (e) To employ, contract, train and pay such staff as appropriate;
- (f) To establish, manage and/or support any other charitable organisation, and any separate trading company or association, whether charitable or not;
- (g) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the CCT, and to enter into any arrangement for co-operation, mutual assistance, or sharing of profit with any charitable organisation.

### **Property** (meaning any property, assets or rights, heritable or moveable)

- (a) To register an interest in land and to exercise the right to buy under the Land Reform (Scotland) Act 2003, including any statutory amendment or re-enactment thereof for the time being in force ("the Land Reform Act");
- (b) To purchase, take on lease, hire, or otherwise acquire any property suitable for the CCT and to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the CCT's property;
- (c) To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Trust;
- (d) To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.

### **Liability and constraints on returns to members**

- (a) The liability of all members of the Trust is limited. Every member undertakes to contribute such amount as may be required (not exceeding £1) to the property of the CCT if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member, for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up;
- (b) The income and property of the CCT shall be applied solely towards promoting its Purposes. Any surplus income or assets are to be applied for the benefit of the Community;
- (c) No part of the income or property of the CCT shall be paid or transferred to the members of the CCT, or to any other individual, whether by way of dividend, bonus or otherwise; and no benefit (whether in money or in kind) shall be given by the CCT to any member or Trustee except the possibility of: repayment of out-of-pocket expenses, remuneration for services, payment of interest or rent, or purchase of property (all of the above come with conditions and subject to prior agreement of the Trustees - see *Memorandum of Association*).