

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
GOLF TOURISM SCOTLAND

1. The Company's name is "Golf Tourism Scotland".
2. The Company's Registered Office is to be situated in Scotland.
3. The objects for which the Company is established are as follows:
 - 3.1 to establish, develop and service a national association of companies, clubs, organisations and individuals involved in golf tourism in Scotland;
 - 3.2 to promote the recognition of the Company by government, public agencies, the media, the international golf tourism industry, other organisations and the general public as the association representing the golf tourism industry in Scotland;
 - 3.3 to represent the interests of members of the Company in the formulation and implementation of golf tourism strategies, plans, and activities in partnership with public agencies;
 - 3.4 to promote the interests of members of the Company as providers of golf tourism facilities and services;

- 3.5 to encourage, develop, and promote high standards of facility provision and service to golfing visitors by members of the Company; and
- 3.6 to develop, co-ordinate, and implement activities and services for the benefit of the members of the Company, and the advancement of golf tourism in Scotland.
- 4 In furtherance of the aforesaid objects not otherwise the Company shall have the following powers:-
 - 4.1 to determine criteria for membership of, and expulsion from membership of, the Company;
 - 4.2 to set subscription charges for membership of the Company, and charges to members for Company activities in which they may wish to participate;
 - 4.3 to work with public agencies and other organisations internationally, nationally, regionally, and locally to expand, and improve the effectiveness of the marketing of Scotland as a golf holiday destination;
 - 4.4 to establish relationships with the media to heighten the profile of golf tourism in Scotland, and of members of the Company;
 - 4.5 to act as a lobbying body on behalf of members of the Company;
 - 4.6 to devise, implement, and review schemes and programmes in the areas of market research and evaluation, product and business development, training and skills development, and marketing, for implementation in partnership with, and for the benefit of, members of the Company;
 - 4.7 to examine the need for, and if appropriate devise and implement, quality standards schemes and codes of conduct, with the aim of raising standards in golf tourism in Scotland and improving the information available to customers;

- 4.8 to work with the public agencies on the development and implementation of national benchmarking and monitoring systems to measure levels, patterns, and trends in golf tourism in Scotland, and to improve the market information available to members of the Company for their marketing purposes;
- 4.9 to provide a national forum for communication and networking among members of the Company and other relevant agencies and organisations, through conferences, meetings, newsletters, and other means;
- 4.10 to create and give non-monetary prizes and any other awards as the Company sees fit to members of the Company and any other party, organisation, or agency deemed appropriate;
- 4.11 to develop and operate a Company website, offering services to members as determined by the Company;
- 4.12 to raise funds and apply for, receive, and administer grants and other contributions from public or other sources for the benefit of the Company and its objects;
- 4.13 to purchase, feu, take on lease or in exchange, hire or otherwise acquire any heritable, leasehold or moveable property for the occupation or use of the Company (whether exclusively or jointly with any company, association, partnership or person); and to sell or otherwise dispose of or turn to account any such property; and to furnish, equip, fit out, maintain, alter, enlarge or improve any heritable or leasehold property owned, occupied or used by the Company;
- 4.14 to employ and organise the training of all such officers and employees and those assisting the Company as may be necessary;
- 4.15 to employ and remunerate any person or persons whether as employees, consultants, or advisers, whose services are deemed necessary to promote the objects of the Company and, subject to Clause 5 hereof, to give pensions, gratuities or charitable aid to any person who has served the Company or to the husband, wife, children or other dependants of any such person; to make payments towards insurance; and to form

and contribute to provident and benefit funds for the benefit of any such person or of the husband, wife, children or other relatives or dependants of any such person;

- 4.16 to invest and deal with the monies of the Company not immediately required in or upon such investments, securities or property as may be thought fit;
- 4.17 to borrow or raise money on such terms and on such security as may be thought fit; and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, floating charge, standard security or lien over the whole or any part of the property and undertaking (whether present or future) of the Company and by like mortgage, charge, floating charge, standard security or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake;
- 4.18 to arrange, maintain and keep up insurance against any risk, loss or liability to which the Company or any of its members, Directors, officers, employees or voluntary workers may be subject;
- 4.19 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 4.20 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- 4.21 to act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts;
- 4.22 to remunerate any person, firm or company rendering services to the Company;
- 4.23 to transfer or dispose of, with or without any consideration, any part of the property or assets of the Company not required for the objects of the Company to any company,

institution, society, foundation or association formed for charitable purposes or a charitable purpose provided that such company, institution, society, foundation or association is not carrying on business for profit or gain and prohibits the distribution of its income or property among its members to an extent at least as great as is imposed under or by virtue of Clause 5 hereof;

- 4.24 to affiliate to, or support or enter into any arrangement with, any company, institution, society or association which will not result in a distribution of income or property among the members of the Company in accordance with Clause 5 hereof;
- 4.25 to apply for or otherwise acquire any patent, trademark, copyright or other industrial property right;
- 4.26 to enter into any arrangement with any authority or organisation (supreme, national, municipal local or otherwise) or any university, college, museum, society, corporation, company or any other body or person;
- 4.27 to pay the costs and expenses of and incidental to the formation and incorporation of the Company;
- 4.28 to do all other things incidental or conducive to the attainment of the objects for which the Company is established;
- 4.29 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;

And throughout this Clause the word "body" includes any association, institution or aggregate of persons, whether incorporated or unincorporated.

Provided that:-

- (i) in case the Company shall take or hold any property which may be the subject of any trust, the Company shall deal with or invest the same only in such manner as allowed by law, having regard to such trust; and

- (ii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
5. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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 Company. Provided that nothing herein shall prevent any payment in good faith by the Company:-
- (i) of reasonable and proper rent for premises let to the Company by any member of the Company or any Director of the Company;
 - (ii) of out-of-pocket expenses to any Director of the Company; and
 - (iii) of reasonable and proper fees, remuneration or other benefit in money or money's worth for any services rendered, or goods supplied, to the Company by any company in which a Director of the Company is a member (provided that such Director shall not hold more than one-hundredth part of the capital of such company or, if such Director is the holder of more than one hundredth part of the capital of such company, provided that such Director of the Company absents himself or herself from any meeting at which the supply of any such services or goods is discussed and such services are rendered or such goods are supplied on terms and conditions which the Directors consider are advantageous to the Company) and such Director shall not be bound to account to the Company for any share of profits he or she may receive in respect of such payment.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she or it is a member of the

Company, or within one year after he or she or it ceases to be a member of the Company, for payment of the debts and liabilities of the Company contracted before he or she or it ceases to be a member of the Company, 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.

- 8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all the Company's debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to its or their members to an extent at least as great as is imposed on the Company under or
by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to the aforesaid provision, then to some other charitable object.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and Addresses of Subscribers

Witness to the above signatures:

Signature

Full Name

Address

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