



Memorandum and Articles of Association for the company limited by guarantee: The Traditional Music and Song Association of Scotland

In accordance with the COMPANIES ACT 1985 as amended by THE COMPANIES ACT 1989

Memorandum of Association

- 1 The name of the company is The Traditional Music and Song Association of Scotland.
- 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 limiting the powers of the company such that any activity which would otherwise be permitted by the terms of the clause may be carried on only if that activity furthers the purpose which is regarded as charitable for the purposes of Section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment for the time being in force). Subject to that over-riding qualification, the company's objects are:
 - 3.1 The presentation of, and furtherance of interest in, Scottish traditional music and song, and especially to promote a revival within the extant tradition-bearing communities. Through organising, or assisting in organising, festivals, concerts, ceilidhs and other events which can provide a platform for traditional musicians and singers; encouraging the collection of traditional music and song, and publication in printed and recorded form; working to promote awareness of Scotland's culture in traditional music and song through the media, educational and other channels.

In furtherance of the stated objects (but not otherwise), the company shall have the power: -

- 3.2 To acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any objects of the company.
- 3.3 To purchase, take on feu, 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.
- 3.4 To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the company.
- 3.5 To sell feu, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the company.
- 3.6 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.

- 3.7 To borrow money and give security for the payment of money by, or the performance of other obligations of, the company or any other person.
- 3.8 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.
- 3.9 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 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.
- 3.10 To promote any private Act of Parliament, Provisional Order and 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 interests, and to oppose or object to any application or proceedings which may prejudice the company's interests.
- 3.11 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.
- 3.12 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance which any charitable body, whether incorporated or unincorporated.
- 3.13 To give debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.
- 3.14 To effect insurance against risks of all kinds.
- 3.15 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.
- 3.16 To promote companies whose activities may further one or more of the above objects or which may generate income to support 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.
- 3.17 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.
- 3.18 To amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the company.

- 3.19 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.
- 3.20 To transfer all or any part of the undertaking, property and rights of the company to any body, incorporated or unincorporated, and to make donations for any charitable purpose connected with the activity of the company or with the furtherance of its object.
- 3.21 To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the company.
- 3.22 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.
- 3.23 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and acting alone or in conjunction with others.
- 3.24 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.

4.1 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
- c) no director of the company shall be appointed to any office under the company in respect of which a salary or fee is payable and
- 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.

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 (not being of a management nature) 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 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 s/he is a member or within one year after s/he ceases to be a member, for payment of the company's debts and liabilities contracted before s/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.
- 7.1 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 shall 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 among members to an extent at least as great as does clause 4 of this memorandum of association.
- 7.2 The body or bodies to which property is transferred under clause 7.1 shall be determined by the members of the company at or before the time of dissolution or, failing such determination, by such court as may have or may acquire jurisdiction.
- 7.3 To the extent that effect cannot be given to the provisions of clauses 7.1 and 7.2, the relevant property shall be applied to some other charitable object or objects.
- 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 took 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.

WE, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and address of subscribers

Name:	Address:
Citty Finlayson	17 High Street, Auchtermuchty, Fife KY14 7AP
Iain Miles	41 High Street, Auchtermuchty, Fife KY14 7AP
Brian Miller	36 Greenhill Park, Penicuik EH26 9EX
John Calder	Shenwell Schoolhouse, Drummuir, by Keith AB55 5PX

Dated: September 1999

Witness to the above signatures:

Name:

Address:

Elspeth Cowie

3 Rockville Terrace, Bonnyrigg EH19 2AG

Articles of Association

1. Interpretation

In these regulations:

"the Act" means the Companies Act 1985 as amended by the Companies Act 1989 including any statutory modification or re-enactment thereof for the time being in force.

"the articles" means the articles of the company.

"clear days" in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution

"office" means the registered office of the company.

"company secretary" means the secretary of the company (as opposed to the elected executive office of secretary) or any other person appointed to perform the duties of secretary of the company, including a joint, assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulation bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

2. Members

The subscribers to the memorandum of association of the company, the honorary and fully paid up members of the unincorporated association called the Traditional Music and Song Association of Scotland (this wording requires to be checked out) as at 31st March 1999 and such other persons as are admitted to membership in accordance with the articles shall be members of the company.

3. Categories of Member

There shall be four categories of membership:

Honorary	Granted by vote of members at an Annual General Meeting
Individual	On application
Family	Any two adults residing at the same address Any two adults and all children under the age of 18 years residing at the same address Any adult and all children under the age of 18yrs residing at the same address
Affiliate	Any voluntary association or organisation with objects similar to clause 3 of the memorandum of association.
Corporate	Any commercial, ie: non-voluntary, organisation or company which supports the objects of the TMSA

4. Restrictions on Membership

- a) No employee of the company may become a member.
- b) The directors shall be entitled at their discretion to refuse to admit any person to membership.

5. Application for Membership

For all categories excepting that of honorary member, any person who wishes to become a member shall lodge with the company a written application for membership, using the membership form determined by the company from time to time, and accompanied by the appropriate fee as applicable at the time of application. Honorary Membership may be granted to any person who is judged by the membership to have made a significant contribution to the organisation or its aims. Recommendations for honorary membership shall be placed before an Annual General Meeting (AGM) in such form as shall be determined from time to time and set out in the rules and regulations.

6. Membership Fees

Excepting Honorary members, each category of membership shall have an annual subscription rate which shall be determined by the directors and intimated to the members at an Annual General Meeting. Such fees may be varied on an annual basis at the discretion of the directors.

7. Cessation of Membership

A member of the company shall cease to be a member of the company under the following circumstances:

- a) if a member becomes an employee of the company
- b) on death
- c) if s/he resigns membership by notice in writing sent to the office
- d) if the annual membership subscription is not renewed within twelve months of the date renewal notices were issued by the company.
- e) if a member was part of a family membership and has now attained the age of 18 years without applying for individual membership in his/her own right.

8. Expulsion from Membership

The right to expel members is retained. The process of expulsion shall be outlined in the rules and regulations.

9. General Meetings

- 9.1 All general meetings other than annual general meetings shall be called extraordinary general meetings (EGM).
- 9.2 An EGM shall be convened by the directors on requisition by members (under section 368 of the Act) or on requisition by a resigning auditor (under section 392A(2) of the Act).
- 9.3 Subject to the preceding article and to the requirements under section 366 of the Act as to the holding of AGMs, the directors may convene general meetings whenever they think fit.
- 9.4 An AGM and an EGM convened for the passing of a special resolution or a resolution requiring special notice shall be called by at least twenty-one clear days' notice; all other EGMs shall be called by at least fourteen clear days' notice.
- 9.5 A notice convening a meeting shall specify the time and place of the meeting; it shall also state the term of any resolution which is to be proposed as a special resolution or extraordinary resolution or which constitutes a resolution requiring

special notice and shall indicate the general nature of any business to be transacted at the meeting.

9.6 A notice convening an AGM shall specify the meeting as an AGM.

9.7 Notice of every EGM shall be given to all members and directors and to the auditors.

9.8 The accidental omission to give notice of a meeting to, or non-receipt of a notice of meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

10. Proceedings at General Meetings

10.1 No business shall be transacted at any general meeting unless a quorum is present; 20 persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member, shall be a quorum.

10.2 If the quorum required under the preceding article is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

10.3 The convener (or, in her/his absence, the vice-convener if present and willing to act as chairperson) shall preside as chairperson of the meeting; if neither the convener nor the vice-convener is present and willing to act as chairperson within half an hour of the time appointed for the holding the meeting, the directors present shall elect one of their number to act as chairperson or, if there is only one director present and willing to act, s/he shall be chairperson.

10.4 The chairperson may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place.

10.5 No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place. Where a meeting is adjourned for thirty days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted; in a any other case, it shall not be necessary to give any notice of an adjourned meeting.

10.6 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded by the chairperson or by at least two members having the right to vote at the meeting and a demand by a person as proxy for a member shall be deemed to be a demand by such a member.

10.7 Unless a poll is demanded in accordance with article 10.6, a declaration by the chairperson that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairperson; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.

10.8 If a poll is demanded in accordance with article 10.6, it shall be taken at once by means of a secret ballot of all persons present and entitled to vote (whether as members or proxies for members) conducted in such a manner as the chairperson may direct; the result of such a poll shall be declared at the meeting at which the poll was demanded.

11. Votes of Members

11.1 Every member shall have one vote which may be given either personally or (whether on a show of hands or on a poll) by proxy.

11.2 A member who wishes to appoint a proxy to vote on her/his behalf at any meeting (or adjourned meeting) shall lodge with the company, at the office, not less than 48 hours before the time for holding the meeting (or as the case may adjourned meeting) a written instrument of proxy (in such form as the directors require) signed by her/him; an instrument of proxy which does not conform to the preceding provisions or which is not lodged in accordance with such provisions shall be invalid.

11.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion.

11.4 A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed them to speak at the meeting.

11.5 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a casting vote in addition to any other vote s/he may have.

11.6 No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

12. Maximum and Minimum Number of Directors

Unless otherwise determined by special resolution, the maximum number of directors shall be twelve and the minimum number of directors shall be four.

13. Appointment, Retiral, Re-appointment

13.1 Any eligible member who wishes to be considered for appointment as a director at an AGM shall lodge with the company a written notice of their willingness to be appointed signed by the member and the proposer and the seconder who must also be members. A member shall be eligible to stand for appointment as a director provided that they have been a member of the organisation for at least twelve calendar months prior to the first day of the month in which the AGM is being held.

13.2 Appointment as a director shall be as the result of a vote at an AGM.

13.3 The directors may at any time appoint any member (providing s/he is willing to act to be a director to fill a vacancy).

13.4 At the first AGM all the directors shall retire from office.

13.5 At each AGM all directors who have been appointed by the directors since the date of the last AGM shall retire from office.

13.6 Directors shall serve for a period of three years and shall retire from office at the AGM on the third anniversary of their appointment.

13.7 Retiring directors shall be eligible for re-appointment at that AGM.

14. **Disqualification and Removal of Directors**

A director shall vacate office if:

- a) s/he ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director
- b) s/he becomes bankrupt or apparently insolvent
- c) s/he becomes incapable for medical reasons of fulfilling the duties of her/his office and such incapacity is expected to continue for a period of more than six months
- d) s/he becomes an employee of the company
- e) s/he ceases to be a member of the company
- f) s/he resigns office by written notice to the company or
- g) s/he is absent without permission of the directors from more than three successive meetings of directors held in any period of six months or more and the directors resolve to remove her/him from office.

15. **Appointment to Executive Office**

15.1 The membership shall appoint directors to the offices of convener, vice-convener, treasurer, and secretary at an AGM. Directors shall hold such offices for a period of three years from the date of appointment.

15.2 A director whose period of executive office expires under article 15.1 may be re-appointed to such office provided s/he is willing to act.

15.3 The appointment of any director to executive office shall terminate if s/he ceases to be a director or if s/he resigns from such executive office by notice in writing to the company.

15.4 If the appointment of any director to executive office terminates under article 15.3, the directors shall, at a meeting of directors held as soon as is reasonably practicable after such termination, appoint another director to hold such executive office until the first AGM which follows such appointment.

16. **Directors' Interests**

16.1 Subject to the provisions of the Act and of clause 4 of the memorandum of association and provided that s/he has disclosed to the directors the nature and extent of any material interest of hers/his a director notwithstanding her/his office:

- a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested
- b) may be a director or other office of, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested and
- c) shall not, by reason of her/his office, be accountable to the company for any benefit which s/he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and

no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

16.2 For the purposes of the preceding article:

- a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified and
- b) an interest of which a director has no knowledge and of which it is unreasonable to expect her/him to have knowledge shall not be treated as an interest of hers/his

17. Directors' Remuneration and Expenses

17.1 No director shall be entitled to any remuneration whether in respect of his/her office as director or as holder of any executive office under the company.

17.2 The directors may be paid all travelling and other expenses properly incurred by them in connection with their attendance at meetings of directors, general meetings, meetings of committees of directors or otherwise in connection with the discharge of their duties.

18. Powers of Directors

18.1 Subject to the provisions of the Act, the memorandum of association and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company.

18.2 No alteration of the memorandum of association or these articles and no direction given by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction not been given.

18.3 A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

18.4 The directors may, by power of attorney or otherwise, appoint any person, including an employee of the company, to be the agent of the company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of her/his powers.

19. Proceedings of Directors

19.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit.

19.2 Any director may call a meeting of directors or request the Secretary to call a meeting of the directors.

- 19.3 No notice of a meeting of directors need be given to a director who is absent from the United Kingdom.
- 19.4 Questions arising at a meeting of directors shall be decided by a majority of votes; in the case of an equality of votes, the chairperson shall have a second or casting vote.
- 19.5 The quorum for transaction of the business of the directors may be fixed by the directors and, unless so fixed at any other number, shall be the nearest whole number representing one-third of the total number of directors.
- 19.6 The continuing directors or a sole continuing director may act notwithstanding vacancies but if the number of remaining directors is less than the number fixed as the quorum, they or s/he may act only for the purpose of filling vacancies or of calling a general meeting.
- 19.7 The convener shall preside as chairperson at every meeting of the directors at which s/he is present. If the convener is unwilling to act as chairperson or is not present within fifteen minutes after the time appointed for the meeting, the vice-convener shall act as chairperson; if the vice-convener is unwilling to act as chairperson or is not present within fifteen minutes of the time appointed for the meeting the directors present shall appoint one of their number to be chairperson for the meeting.
- 19.8 All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 19.9 A resolution in writing signed by all directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors, duly convened and held; it may consist of several documents in the same form each signed by one or more directors.
- 19.10 The directors may invite or allow any person to attend and speak, but not to vote, at any meeting or meetings of directors or of any committee of the directors.

20. Delegation to Committee of Directors and Holders of Executive Office

- 20.1 The directors may delegate any of their powers to any committee consisting of one or more directors; they may also delegate to the convener or any director holding any other executive office such of their powers as they consider desirable to be exercised by her/him.
- 20.2 Any delegation of powers under the preceding article may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
- 20.3 Subject to any condition imposed in pursuance of the preceding article, the proceedings of a committee consisting of two or more directors shall be governed by the articles regulating the proceedings of meetings of directors as far as they are capable of applying.

21. Branches and Sub Committees

21.1 The directors may create and/or dissolve local branch committees of the membership. Branches are wholly part of the company, subject to the objects of the company and are to be governed by the rules and regulations established by the directors for the operation of branches.

21.2 The directors may establish and/or dissolve any sub-committees to undertake specific tasks in connection with the objects. The directors shall appoint one of their number to be convener of any such sub-committee. The proceedings of sub-committees shall be conducted under the rules and regulations established by the directors for the operation of sub-committees.

22. Company Secretary

Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Company Secretary so appointed may be removed by them.

23. Minutes

The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of directors, meetings of committees of directors, meetings of sub-committees and meetings of branch committees; minutes of such meetings shall include the names of the directors present.

24. Accounts

No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or as authorised by the directors or by ordinary resolution of the company.

25. Auditors

Auditors of the company shall be appointed and their duties regulated in accordance with the Act.

26. Notices

26.1 Any notice to be given in pursuance of these articles shall be in writing; the company may give any such notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his/her registered address or by leaving it at that address.

26.2 Any notice if sent by post, shall be deemed to have been given at the expiry of twenty-four hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

26.3 Any member present at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

27. **Winding-Up**

If the company is wound up, the liquidator shall transfer the assets of the company to an appropriate body in accordance with the provisions of the memorandum of association.

28. **Indemnity**

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any loss or liability which s/he may sustain or incur in connection with the execution of her/his duties of office including, without prejudice to that generality, any liability incurred in defending any proceedings, whether civil or criminal, in which judgement is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

Names and addresses of subscribers

Name:	Address:
Citty Finlayson	17 High Street, Auchtermuchty, Fife KY14 7AP
Iain Miles	41 High Street, Auchtermuchty, Fife KY14 7AP
Brian Miller	36 Greenhill Park, Penicuik EH26 9EX
John Calder	Shenwell Schoolhouse, Drummur, by Keith AB55 5PX

Dated: September 1999

Witness to the above signatures:

Name:	Address:
Elsbeth Cowie	3 Rockville Terrace, Bonnyrigg EH19 2AG

Rules & Regulations for TMSA

This document is in *addition* to the Memorandum and Articles of Association and exists to clarify procedures for the operation of the company.

Areas covered by this document include:

Main and Executive Committees: Branches: General Meetings

Terms used: the Association refers to the body incorporated as The Traditional Music and Song Association of Scotland.

Main Committee

1. The Main Committee comprises the company directors.
2. The Main Committee shall meet at least 6 times a year.
3. The Main Committee is responsible for the overall management of the company and for setting policy and procedures.
4. The meeting shall be quorate when one-third of the directors (to the nearest whole number) are present. (EG: if there are 8 directors then a quorum would comprise 3 directors).
5. A delegate from each branch shall be invited to attend Main Committee meetings.
6. The directors may invite other individuals to attend committee meetings as appropriate.
7. Only directors shall have the right to vote.

Executive Committee

1. The office bearers and the national organiser shall form the Executive Committee of the company.
2. The executive committee shall have responsibility for the day to day management of the organisation.
3. The executive committee shall meet as necessary throughout the year.
4. Executive committee meetings shall be quorate when three directors are present.
5. The executive committee may invite other individuals to attend meetings as appropriate.
6. Decisions taken by the Executive with regard to the management of the organisation shall be intimated to the Main Committee at the next scheduled meeting.

Standing Orders for Main and Executive Committees

The following Standing Orders shall form the basis of procedure for all meetings of the main and/or executive committees:

1. Order of Business

- (a) An agenda shall be prepared by the Secretary and agreed by the Convener and shall be circulated to members not less than seven days prior to each meeting.
- (b) When a quorum is present, the Convener (or, if absent, Vice-Convener) will call the meeting to order. If neither is present the meeting will appoint another director to be Chairperson for the duration of the meeting.
- (c) The Chairperson shall adhere to the order of business set out in the Agenda but may, with the consent of the meeting, vary this order so as to give precedence to matters of special urgency.

2. Authority of Chairperson.

It shall be the duty of the Chairperson to preserve order and to ensure that all members obtain a fair hearing. The Chairperson shall decide all matters of order, competency and relevancy. The Chairperson shall also be entitled to adjourn the meeting to a time to be fixed by him/her and his/her leaving the Chair shall denote the adjournment of the meeting.

The Chairperson shall have a deliberative vote which must be used at the point when a vote is called. If a tie then ensues s/he may use his/her casting vote. If s/he chooses not to use his/her casting vote the motion must be described as not carried.

Deference shall be paid to the Chairperson at all times and all business must be addressed through the Chair.

3. Suspension of Standing Orders

In the event of any matter of urgency, the Chairperson may accept a motion for the suspension of Standing Orders. The member moving such suspension must state clearly the nature and urgency of his/her business, the number of the Standing Orders affected, and the length of time (not exceeding 30 minutes) s/he desires such suspension to last. No suspension shall take place except by a two-thirds majority vote of the members present.

4. Minutes

The minutes of the previous meeting shall be circulated to members with the agenda or before. No motion or discussion shall be allowed on the minutes except in regard to their accuracy. After the confirmation of the minutes, they shall be signed by the

Chairperson. Matters arising from previous minutes shall be for information only, and no debate on the policy outlined in the minutes shall take place.

5. Rules of Conduct for Discussion

- (a) Selection of speakers shall be determined by the Chairperson.
- (b) All speakers are expected to be brief and courteous, otherwise, the Chairperson has the right to curtail their contribution.
- (c) No speaker shall have the automatic right to re-enter the discussion unless called on by the Chairperson.
- (d) If s/he feels that there has been sufficient discussion, the Chairperson has the right to end that discussion or call for a vote, whichever is appropriate.

6. Notice of Motions

Notice of motions to be considered by Main Committee shall be submitted in writing by

- (a) the Executive Committee; or
- (b) any branch; or
- (c) any two members

not later than fourteen days prior to Main Committee meetings. These shall be considered proper provided that motions considered by the Convener to be incompetent or irrelevant shall not be entered in the minutes or put on the agenda.

7. Motions in Writing

Motions submitted in writing to the Chairperson at the meeting may be considered if, in his/her opinion, they are competent, relevant and urgent, and if the consent of two thirds of the members present and voting is obtained.

8. Motions not moved

If a motion, of which notice has been given, be not moved by the member or some other member on their behalf, it shall, unless postponed by leave of the meeting, be considered dropped and shall not be moved without further notice.

9. Defeated Motions

These may not be brought before committee before a period of twelve weeks has elapsed. Motions described as "not carried" are eligible for discussion at subsequent meetings providing formal notification is made as per Standing Order number 7.

10. Order of Debate

The mover of a motion shall speak for not more than five minutes unless with the consent of the meeting. Each succeeding speaker shall speak for no more than three minutes, and shall speak no more than once in the same discussion, unless to call

attention to a point of order or, with the sanction of the Chairperson, to make an explanation.

11. Right of Reply

The mover of a motion shall have the right of reply, but may not introduce any new matter in reply.

12. Rules governing motions

- (a) The first proposal on any particular subject shall be known as the Original Motion, and all succeeding proposals on that subject shall be called amendments.
- (b) Substantive Motions: An amendment which is carried displaces the Original Motion and itself becomes the substantive motion. Any further amendment relating to any portion of the substantive motion may be moved, provided that it is relevant to the business and has not been covered by an amendment or motion which has previously been rejected. After the vote on each succeeding amendment has been taken, the surviving proposal is put to the vote as the main question, and if carried shall then become a resolution of the meeting.
- (c) Withdrawals or Additions: No motion or amendment once accepted by the Chairperson can be withdrawn without the unanimous consent of the meeting. No addendum or rider can be added to a motion once accepted by the Chairperson, without unanimous consent of the meeting. If any member dissents, the addendum must be proposed, seconded and treated as an ordinary amendment.

13. Rescinding a Resolution

When motion has been passed, it becomes a resolution, and may not be rescinded at a committee meeting before a period of twelve weeks has elapsed, or unless an Extraordinary General Meeting is called, in accordance with the provisions of the Constitution of the Association.

14. Amendment of Standing Orders

These standing orders can be amended by the Directors provided that any such amendments are within the scope of the Memorandum and Association. Amendments not so covered may be made only at the Annual General Meeting of the Association, by the consent of two thirds of the members present and voting, notice of the motion to amend having been sent in accordance with the Constitution of the Association.

Branches

Branches of the organisation shall operate under the following conditions and branch constitutions:

CLAUSE ONE: NAME

The name shall be the Traditional Music and Song Association of Scotland _____ Branch.

CLAUSE TWO: AIMS

The Aims of the Branch shall be those of the Association, as stated in the Memorandum and Articles of Association: namely,

“The aims of the Association shall be the presentation of and furtherance of interest in, Scottish traditional music and song, and especially to promote a revival within the extant tradition-bearing communities.”

CLAUSE THREE: STATUS

Branches are established on the approval of the Main Committee as the result of an application from a minimum of three members of the Association to form a local branch. Branches are not autonomous although each has local decision making powers. The Branch is constituted under, and shall be governed by, all relevant clauses and provisions of the Memorandum and Articles of Association and Rules and Regulations of the Association (constitution). This Constitution shall be read as an Appendix to the Constitution of the Association.

CLAUSE FOUR: MANAGEMENT

- 4.1 The business of the Branch shall be managed by a Branch Committee consisting at minimum of Chair, Secretary, Treasurer; and an optional number of committee members, by agreement with the Main Committee. All branch committee members must be members of the association.
- 4.2 Chair, Secretary, Treasurer, and any committee members as defined by Clause 4.1, shall be elected annually by the Annual General Meeting of the Branch. A retiring member shall be eligible for re-election.
- 4.3 The Branch Committee shall have the powers: to form special purpose committees or sub-committees; to invite or co-opt any person, whether Ordinary Member, Honorary Member or non-member of the Association, to serve on or assist any of these committees; and to appoint a delegate to represent the Branch at meetings of the Main Committee.

CLAUSE FIVE: BRANCH SECRETARY

The Branch Secretary shall keep a proper minute of the Branch's business and transactions, and shall lodge these with the Secretary of the Association; shall conduct correspondence, and have custody of and responsibility for manuscripts, books, recordings and other property of the Branch; and shall submit a report of the Branch's business to the Annual General Meeting of the Branch and to the Main Committee as and when requested.

CLAUSE SIX: FINANCE

All funds held and received in the name of the TMSA belong to the organisation. Each branch must operate a bank account and maintain appropriate financial records as defined by the National Treasurer.

- 6.1 The funds of the Branch shall be applied solely towards the promotion of the Aims of the Association as stated in Clause Two of the Constitution of the Association.
- 6.2 The financial year of the Branch shall begin on 1st April each year.

The Branch Treasurer shall keep books showing all the income and expenditure of the Branch, and shall prepare and present audited accounts of the Branch to the Annual General Meeting of the Branch and to the Main Committee in accordance with legal requirements and those of the Company's auditors. Branches must comply with requests for information from the National Treasurer.

CLAUSE SEVEN: MEETINGS

- 7.1 All meetings and Committee Meetings of the Branch shall be conducted under the Standing Orders of the Association.
- 7.2 Only members recorded as attached to the Branch shall be entitled to vote at General Meetings of the Branch.
- 7.3 The Annual General Meeting of the Branch shall take place before the end of October.
- 7.4 An Extraordinary General Meeting of the Branch may be called for a stated date by the Branch Committee or by a simple majority of the Ordinary and Honorary Members attached to the Branch, and present and voting at any duly constituted General Meeting of the Branch.
- 7.5 An Extraordinary General Meeting must be called within twenty-eight days of receipt by the Secretary of a written petition from at least 25% of the Ordinary and Honorary Members attached to the Branch.
- 7.6 Notification to all Ordinary and Honorary Members attached to the Branch shall be given at least twenty-one days before the Annual General Meeting of the

Branch, and at least seven days before any other General Meeting of the Branch.

CLAUSE EIGHT: CHANGE OF BRANCH CONSTITUTION

Branch constitutions are subject to the Memorandum and Articles of Association and Rules and Regulations of the Company. Changes may be effected by the Main Committee. Any proposed changes to the branch constitution not covered by the Memorandum and Articles of Association and the Rules and Regulations must be approved at an Annual General Meeting of the company and by a two-thirds majority of the eligible members present.

General Meetings

The procedures for general meetings are covered in the Memorandum and Articles of Association.

This document forms part of the instruments by which the Traditional Music and Song Association conducts its business. The details may be altered at anytime by the directors provided that such alterations are in accordance with the Memorandum and Association of the company.

TMSA 1999