

**SCVO Model Unincorporated Association Constitution**

**CONSTITUTION**

**of**

**Edinburgh and Lothian Prostate Cancer Support Group  
(SC041732)**

**(adopted on 8<sup>th</sup> June 2023)**

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**Name**

1. The name of the association is Edinburgh and Lothian Prostate Cancer Support Group (“the Group”).

**Purposes and Aims**

2. The association’s purposes and aims are:
  - a) To enable men with prostate cancer to support others who face life (and perhaps death) with a similar diagnosis.
  - b) To offer support, advice and guidance to men diagnosed with prostate cancer, to their families, friends and carers.
  - c) To provide opportunities for such people to explore their experiences and their feelings.
  - d) To consult and liaise with men and women with a professional expertise in areas of concern to men with prostate cancer.
  - e) To work with hospitals, clinics and surgeries, as appropriate, to provide a more supportive environment for men and their families facing issues related to prostate cancer.
  - f) To promote awareness within the wider community of the prevalence of prostate cancer.
  - g) To promote and campaign where appropriate with other organisations on national issues impacting on diagnosis, treatment and support of men with prostate cancer.
  - h) To work with others, as appropriate, to press for improved services and treatment for all men with prostate cancer and to ensure that people within Edinburgh and Lothian have access to the latest drugs and treatment available to men in other areas.
  - i) To work alongside and, where appropriate, to co-operate with other charitable bodies working in this area, such as The Maggie’s Centre, Prostate Scotland and Prostate Cancer UK.
  - j) To provide these aims without regard to religion, class or creed.
  - k) To raise money to further these objectives, as determined and agreed by the Group Management Committee.
  - l) The organisation’s areas of benefit shall be the City of Edinburgh, the region known as Lothian and other areas as seem appropriate by the Group Management Committee.

## **Powers**

3. In pursuance of the objects set out in clause 2 (but not otherwise), the association shall have the following powers:-
  - (a) To do anything which may be incidental or conducive to the furtherance of any of the association's objects.
  - (b) To carry on any other activities which further any of its purposes and aims.
  - (c) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the association's activities.
  - (d) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the association.
  - (e) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the association.
  - (f) To borrow money, and to give security in support of any such borrowings by the association.
  - (g) To employ such staff as are considered appropriate for the proper conduct of the association's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
  - (h) To engage such consultants and advisers as are considered appropriate from time to time.
  - (i) To effect insurance of all kinds (which may include officers' liability insurance).
  - (j) To invest any funds which are not immediately required for the association's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
  - (k) To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the association's objects.
  - (l) To establish and/or support any other charity, and to make donations for any charitable purpose falling within the association's objects.
  - (m) To form any company which is a charity with similar objects to those of the association, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the association's assets and undertaking.
  - (n) To take such steps as may be deemed appropriate for the purpose of raising funds for the association's activities.
  - (o) To establish area branches within the areas of benefit.
  - (p) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).

## **General structure**

4. The structure of the association shall consist of:-
  - (a) the MEMBERS - who have the right to attend the annual general meeting (and any special general meeting) and have important powers under the constitution; in particular, the members elect people to serve on the Group

Management Committee and take decisions in relation to changes to the constitution itself

- (b) the GROUP MANAGEMENT COMMITTEE - who hold a minimum of two meetings during the period between annual general meetings, and generally control and supervise the activities of the association; in particular, the Group Management Committee is responsible for monitoring the financial position of the association.

#### **Qualifications for membership**

- 5. Membership shall be open to any individual aged 18 or over who share the aims of the Group.
- 6. Representatives of voluntary, professional and statutory organisations in the areas of benefit which are concerned with promoting the aims of the Group.

#### **Application for membership**

- 7. Membership is deemed to apply to all who have attended a meeting of the Group.
- 8. The Group Management Committee may, at its discretion, refuse to admit any person to membership.
- 9. [This clause is not used]

#### **Membership subscription**

- 10. No membership subscription shall be payable.

#### **Register of members**

- 11. The Group Management Committee shall maintain a register of members, setting out the full name, address and email address of each member, the date on which they were admitted to membership, and the date on which any person ceased to be a member.

#### **Withdrawal from membership**

- 12. Any person who wishes to withdraw from membership shall sign, and lodge with the Group or Area Management Committee, a written notice to that effect; on receipt of the notice by the Group or Area Management Committee, they shall cease to be a member.

In the event a member has not attended a meeting of the Group in the previous two years an attempt to communicate with the member will be made by the Group to determine whether the person wishes to remain a member. If no reply is received within three months of the first communication the person will be deemed to have withdrawn his/her membership and will cease to be a member.

#### **Expulsion from membership**

- 13. Any person may be expelled from membership by way of a resolution passed by majority vote at a general meeting (meeting of members), providing the following procedures have been observed:-

- (a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion
- (b) the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

### **General meetings (meetings of members)**

14. The Group Management Committee shall convene an annual general meeting in each year (but excluding the year in which the association is formed); not more than 15 months shall elapse between one annual general meeting and the next.
15. The business of each annual general meeting shall include:-
  - (a) a report by the chair on the activities of the association
  - (b) consideration of the annual accounts of the association
  - (d) the election/re-election of members of the Group Management Committee, as referred to in clause 42.
16. The Group Management Committee may convene a special general meeting at any time.

### **Notice of general meetings**

17. At least 14 clear days' notice must be given (in accordance with clause 85) of any annual general meeting or special general meeting; the notice must indicate the general nature of any business to be dealt with at the meeting and, in the case of a resolution to alter the constitution, must set out the terms of the proposed alteration.
18. The reference to "clear days" in clause 17 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted (or sent by e-mail), and also the day of the meeting, should be excluded.
19. Notice of every general meeting shall be given (in accordance with clause 85) to all the members of the association, and to all the members of the Group Management Committee.
20. If members of the association and Group Management Committee members are to be permitted to participate in a general meeting by way of audio and/or audio-visual link(s) (see clause 23), the notice (or notes accompanying the notice) must:
  - (a) set out details of how to connect and participate via that link or links; and
  - (b) (particularly for the benefit of those members who may have difficulties in using a computer or laptop for this purpose) draw members' attention to the following options:
    - (i) participating in the meeting via an audio link accessed by phone, using dial-in details (if that forms part of the arrangements);
    - (ii) (where attendance in person is to be permitted, either on an open basis or with a restriction on the total number who will be permitted to attend) attending and voting in person at the meeting;
    - (iii) [(where clause 21 applies) submitting questions and/or comments in advance of the meeting].
21. Where a general meeting is to involve participation *solely* via audio and/or audio-visual link(s), the notice (or notes accompanying the notice) must include a statement inviting members to submit questions and/or comments in advance of the meeting, which (subject to clause 22) the chairperson of the meeting will be expected to read out, and address, in the course of the meeting.
22. Where clause 21 applies, the chairperson of a general meeting will not require to read out or address any questions or comments submitted by members in advance

of the meeting if and to the extent that the questions or comments are of an unreasonable length (individually or taken together), or contain material which is defamatory, racist or otherwise offensive.

### **Procedure at general meetings**

- 23 The Group Management Committee may if they consider appropriate (and must, if required under clause 24) make arrangements for members and Group Management Committee members to participate in general meetings by way of audio and/or audio-visual link(s) which allow them to hear and contribute to discussions at the meeting, providing:
  - (a) the means by which members and Group Management Committee members can participate via that link or links are not subject to technical complexities, significant costs or other factors which are likely to represent - for all or a significant proportion of the membership - a barrier to participation;
  - (b) the notice calling the meeting (or notes accompanying the notice) contains the information required under clause 20; and
  - (c) the manner in which the meeting is conducted ensures, so far as reasonably possible, that those members and Group Management Committee members who participate via an audio or audio-visual link are not disadvantaged with regard to their ability to contribute to discussions at the meeting, as compared with those members and Group Management Committee members (if any) who are attending in person (and vice versa).
- 24 If restrictions arising from public health legislation or guidance are likely to mean that attendance in person at a proposed general meeting would not be possible or advisable for all or a significant proportion of the membership, the Group Management Committee must make arrangements for members and Group Management Committee members to participate in that general meeting by way of audio and/or audio-visual link(s) which allow them to hear and contribute to discussions at the meeting; and on the basis that the requirements set out in paragraphs (a) to (c) of clause 23 will apply.
- 25 A general meeting may involve two or more members or Group Management Committee members participating via attendance in person while other members and/or Group Management Committee members participate via audio and/or audio-visual links; or it may involve participation solely via audio and/or audio-visual links.
- 26 [This clause is not used]
- 27 No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be 10 members, present in person.
- 28 An individual participating in a general meeting via an audio or audio-visual link which allows them to hear and participate in discussions at the meeting will be deemed to be present in person (or, if they are not a member), will be deemed to be in attendance) at the meeting.
29. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, 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.

30. The chair of the association shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the members of the Group Management Committee present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
31. The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
32. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally (subject to clause 35).
33. If there is an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.
34. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two members present in person at the meeting); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
35. Where members are participating in a meeting via an audio or audio-visual link, they may cast their votes on any resolution orally, or by way of some form of visual indication, or by use of a voting button or similar, or by way of a message sent electronically - and providing the Group Management Committee have no reasonable grounds for suspicion as regards authenticity, any such action shall be deemed to be a vote cast personally via a show of hands.
36. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.
37. Where members are participating in a meeting via audio and/or audio-visual links, the chairperson's directions regarding how a secret ballot is to be conducted may allow those members to cast their votes on the secret ballot via any or all of the methods referred to in clause 35, providing reasonable steps are taken to preserve anonymity (while at the same time, addressing any risk of irregularities in the process).
- 38 [This clause is not used]

#### **Technical objections to remote participation in general meetings**

- 39 This constitution imposes certain requirements regarding the use of audio and/or audio-visual links as a means of participation and voting at general meetings; providing the arrangements made by the Group Management Committee in relation to a given general meeting (and the manner in which the meeting is conducted) are consistent with those requirements:
  - (a) a member cannot insist on participating in the general meeting, or voting at the general meeting, by any particular means;
  - (b) the general meeting need not be held in any particular place;
  - (c) the general meeting may be held without any particular number of those participating in the meeting being present in person at the same place (but,

notwithstanding that, the quorum requirements - taking account of those participating via audio and/or audio-visual links - must still be met);

- (d) the general meeting may be held by any means which permits those participating in the meeting to hear and contribute to discussions at the meeting;
- (e) a member will be able to exercise the right to vote at the general meeting (including where a secret ballot is to be held) by such means as is determined by the chairperson of the meeting (consistent with the arrangements made by the Group Management Committee) and which permits that member's vote to be taken into account in determining whether or not a resolution is passed.

#### **Minimum/Maximum number of Group Management Committee members**

40. The maximum number of members of the Group Management Committee shall be 9 and the minimum number shall be 4.

#### **Eligibility**

41. A person shall not be eligible for election/appointment to the Group Management Committee unless they are a member of the association.

#### **Election, retiral, re-election**

42. At each annual general meeting, the members may (subject to clause 40) elect any member to be a member of the Group Management Committee.
43. The Group Management Committee may at any time co-opt up to a maximum of 3 members, each for a specified period, but any such person shall not be entitled to vote. The Group Management Committee may appoint such specialised professional advisers as may be considered appropriate and to invite them to attend its meetings but any such person shall not be entitled to vote.
44. At each annual general meeting, all of the members of the Group Management Committee shall retire from office - but shall then be eligible for re-election.

#### **Termination of office**

45. A member of the Group Management Committee shall automatically vacate office if:-
  - (a) they become debarred under any statutory provision from being a Group Management Committee member.
  - (b) they become incapable for medical reasons of fulfilling the duties of their office and such incapacity is expected to continue for a period of more than six months.
  - (c) they cease to be a member of the association.
  - (d) they become an employee of the association.
  - (e) they resign office by notice to the association.
  - (f) they are absent (without permission of the Group Management Committee) from more than three consecutive meetings of the Group Management Committee, and the Group Management Committee resolve to remove them from office.

### **Register of Group Management Committee members**

46. The Group Management Committee shall maintain a register of Group Management Committee members, setting out the full name and address of each member of the Group Management Committee, the date on which each such person became a Group Management Committee member, and the date on which any person ceased to hold office as a Group Management Committee member.

### **Office bearers**

47. The Group Management Committee members shall elect from among themselves a Chair, a Treasurer and a Secretary, and such other office bearers (if any) as they consider appropriate. The Chair shall hold office for not more than 4 consecutive years.
48. All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.
49. A person elected to any office shall cease to hold that office if they cease to be a member of the Group Management Committee or if they resign from that office by written notice to that effect.

### **Powers of Group Management Committee**

50. Except as otherwise provided in this constitution, the association and its assets and undertaking shall be managed by the Group Management Committee, who may exercise all the powers of the association. A meeting of the Group Management Committee at which a quorum is present may exercise all powers exercisable by the Group Management Committee.

### **Area Branches**

51. (a) The Group Management Committee shall have the power to authorise the establishment of area branches within the Areas of Benefit.
- (b) Each area branch shall establish and maintain an Area Management Committee to manage the affairs of the area branch and to ensure the activities are restricted to those which meet the aims of The Group.
- (c) Each Area Management Committee shall appoint an Area Chair who will represent the area branch on the Group Management Committee. Each area branch shall present a report on the activities of the branch to each Group Management Committee meeting and to the Annual General Meeting.
- (d) To ensure the Group Management Committee has oversight of the activities being undertaken by the area branches a copy of all communication distributed to members of each local area shall require to be sent to the Group Secretary and the Group Chair.
- (e) Each area branch shall maintain an up-to-date record of its members (including amongst others, name, address, email address) and upon request to the Area Chair provide such details to the Group Secretary for purposes of ensuring The Group is compliant with its legal requirements.

### **Personal interests**

52. A member of the Group Management Committee who has a personal interest in any transaction or other arrangement which the association is proposing to enter into, must declare that interest at a meeting of the Group Management Committee; they

will be debarred (in terms of clause 70) from voting on the question of whether or not the association should enter into that arrangement.

53. For the purposes of clause 52, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of theirs **or** any firm of which they are a partner **or** any limited company of which they are a substantial shareholder or director, has a personal interest in that arrangement.
54. Provided
  - (a) they have declared their interest
  - (b) they have not voted on the question of whether or not the association should enter into the relevant arrangement and
  - (c) the requirements of clause 55 are complied with,

a member of the Group Management Committee will not be debarred from entering into an arrangement with the association in which they have a personal interest (or are deemed to have a personal interest under clause 53) and may retain any personal benefit which they gain from their participation in that arrangement.
55. No member of the Group Management Committee may serve as an employee (full time or part time) of the association, and no member of the Group Management Committee may be given any remuneration by the association for carrying out their duties as a member of the Group Management Committee.
56. Where a Group Management Committee member provides services to the association or might benefit from any remuneration paid to a connected party for such services, then
  - (a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable.
  - (b) the Group Management Committee members must be satisfied that it would be in the interests of the association to enter into the arrangement (taking account of that maximum amount).
  - (c) less than half of the Group Management Committee members must be receiving remuneration from the association (or benefit from remuneration of that nature).
57. The members of the Group Management Committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Group Management Committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

#### **Procedure at Group Management Committee meetings**

58. Any member of the Group Management Committee may call a meeting of the Group Management Committee or request the secretary to call a meeting of the Group Management Committee.
59. If Group Management Committee members are to be permitted to participate in a Group Management Committee meeting by way of audio and/or audio-visual link(s), the Group Management Committee members must, in advance of the meeting, be provided with details of how to connect and participate via that link or links; and (particularly for the benefit of those Group Management Committee members who may have difficulties in using a computer or laptop for this purpose) the Group

Management Committee members' attention should be drawn to the following options:

- (a) participating in the meeting via an audio link accessed by phone, using dial-in details (if that forms part of the arrangements);
  - (b) (where attendance in person is to be permitted, either on an open basis or subject to a restriction on the total number who will be permitted to attend) the ability to attend the meeting in person.
60. Questions arising at a meeting of the Group Management Committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
61. The Group Management Committee may if they consider appropriate (and must, if that is required under clause 62), allow Group Management Committee members to participate in Group Management Committee meetings by way of an audio and/or audio-visual link or links which allow them to hear and contribute to discussions at the meeting, providing:
- (a) the means by which Group Management Committee members can participate via that link or links are not subject to technical complexities, significant costs or other factors which are likely to represent - for all, or a significant proportion, of the Group Management Committee members - a barrier to participation; and
  - (b) the manner in which the meeting is conducted ensures, so far as reasonably possible, that those Group Management Committee members who participate via an audio or audio-visual link are not disadvantaged with regard to their ability to contribute to discussions at the meeting, as compared with those Group Management Committee members (if any) who are attending in person (and vice versa).
62. If restrictions arising from public health legislation or guidance are likely to mean that attendance in person at a proposed Group Management Committee meeting would not be possible or advisable for one or more of the Group Management Committee members, the Group Management Committee must make arrangements for Group Management Committee members to participate in that Group Management Committee meeting by way of audio and/or audio-visual link(s) which allow them to hear and contribute to discussions at the meeting; and on the basis that:
- (a) the requirements set out in paragraphs (a) and (b) of clause 61 will apply; and
  - (b) the Group Management Committee must use all reasonable endeavours to ensure that all Group Management Committee members have access to one or more means by which they may hear and contribute to discussions at the meeting.
63. A Group Management Committee meeting may involve two or more Group Management Committee members participating via attendance in person while other Group Management Committee members participate via audio and/or audio-visual links; or it may involve participation solely via audio and/or audio-visual links.
64. Where a Group Management Committee member or Group Management Committee members are participating in a Group Management Committee meeting via an audio or audio-visual link, they may cast their vote on any resolution orally, or

- by way of some form of visual indication, or by use of a voting button or similar, or by way of a message sent electronically.
- 65 No business shall be dealt with at a meeting of the Group Management Committee unless a quorum is present; the quorum for meetings of the Group Management Committee shall be three.
- 66 An individual participating in a Group Management Committee meeting via an audio or audio-visual link will be deemed to be present in person (or, if they are not a Group Management Committee member, will be deemed to be in attendance) at the meeting.
- 67 If at any time the number of Group Management Committee members in office falls below the number fixed as the quorum, the remaining Group Management Committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 68 Unless they are unwilling to do so, the chair of the association shall preside as chairperson at every Group Management Committee meeting at which they are present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Group Management Committee members present shall elect from among themselves the person who will act as chairperson of the meeting.
- 69 The Group Management Committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend (whether in person or by way of an audio or audio-visual link) and speak at any meeting of the Group Management Committee; for the avoidance of doubt, any such person who is invited to attend a Group Management Committee meeting shall not be entitled to vote.
- 70 A Group Management Committee member shall not vote at a Group Management Committee meeting (or at a meeting of a committee) on any resolution concerning a matter in which they have a personal interest which conflicts (or may conflict) with the interests of the association; they must withdraw from the meeting while an item of that nature is being dealt with.
- 71 For the purposes of clause 70, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of theirs **or** any firm of which they are a partner **or** any limited company of which they are a substantial shareholder or director, has a personal interest in that matter.
- 72 The principles set out in clause 39 (technical objections to remote participation) shall apply in relation to remote participation and voting at Group Management Committee meetings, as if each reference in that clause to a member were a reference to a Group Management Committee member and each reference in that clause to a general meeting were a reference to a Group Management Committee meeting.
- 73 A resolution agreed to in writing (or by e-mail) by a majority of the Group Management Committee members then in office shall (subject to clauses 74 and 75) be as valid as if duly passed at a Group Management Committee meeting.
- 74 A resolution under clause 73 shall not be valid unless a copy of the resolution was circulated to all of the Group Management Committee members, along with a cut-off time (which must be reasonable in the circumstances) for notifications under clause 75.

75 If a resolution is circulated to the Group Management Committee members under clause 74, any one or more Group Management Committee members may, following receipt of a copy of the resolution, notify the secretary that they consider that a Group Management Committee meeting should be held to discuss the matter which is the subject of the resolution; and if any such notification is received by the secretary prior to the cut-off time:

- (a) the secretary must convene a Group Management Committee meeting accordingly, and on the basis that it will take place as soon as reasonably possible.
- (b) the resolution cannot be treated as valid under clause 73 unless and until that Group Management Committee meeting has taken place.
- (c) the Group Management Committee may (if they consider appropriate, on the basis of the discussions at the meeting) resolve at that Group Management Committee meeting that the resolution should be treated as invalid, notwithstanding that it had previously been agreed to in writing (or by e-mail) by a majority of the Group Management Committee members then in office.

#### **Conduct of members of the Group Management Committee**

76. Each of the members of the Group Management Committee shall, in exercising their functions as a member of the Group Management Committee of the association, act in the interests of the association; and, in particular, must

- (a) seek, in good faith, to ensure that the association acts in a manner which is in accordance with its objects (as set out in this constitution).
- (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person.
- (c) in circumstances giving rise to the possibility of a conflict of interest of interest between the association and any other party:
  - (i) put the interests of the association before that of the other party, in taking decisions as a member of the Group Management Committee; or
  - (ii) where any other duty prevents them from doing so, disclose the conflicting interest to the association and refrain from participating in any discussions or decisions involving the other members of the Group Management Committee with regard to the matter in question
- (d) ensure that the association complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

#### **Delegation to sub-committees**

77. The Group Management Committee may delegate any of their powers to any sub-committee consisting of one or more Group Management Committee members and such other persons (if any) as the Group Management Committee may determine; they may also delegate to the chair of the association (or the holder of any other post) such of their powers as they may consider appropriate.

78 Any delegation of powers under clause 77 may be made subject to such conditions as the Group Management Committee may impose and may be revoked or altered.

79 The rules of procedure for any sub-committee shall be as prescribed by the Group Management Committee.

#### **Operation of accounts and holding of property**

- 80 The signatures of two out of three signatories appointed by the Group Management Committee shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the association; at least one out of the two signatures must be the signature of a member of the Group Management Committee. Where the organisation uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in clause 80.
- 81 The title to all property (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be held either in the names of the chair, treasurer and secretary of the association (and their successors in office) or in name of a nominee company holding such property in trust for the association; any person or body in whose name the association's property is held shall act in accordance with the directions issued from time to time by the Group Management Committee.

#### **Minutes**

- 82 The Group Management Committee shall ensure that minutes are made of all proceedings at general meetings, Group Management Committee meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.

#### **Accounting records and annual accounts**

- 83 The Group Management Committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
- 84 The Group Management Committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit and/or independent examination is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit and/or independent examination of such accounts is carried out by a qualified organisation or person.

#### **Notices**

- 85 Any notice which requires to be given to a member under this constitution may be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by them to the association or may be sent by e-mail to the member at the e-mail address last notified by them to the association.

#### **Dissolution**

- 86 If the Group Management Committee determines that it is necessary or appropriate that the association be dissolved, it shall convene a meeting of the members; not less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given.
- 87 If a proposal by the Group Management Committee to dissolve the association is confirmed by a two-thirds majority of those present and voting at the general meeting convened under clause 86, the Group Management Committee shall have power to dispose of any assets held by or on behalf of the association - and any assets remaining

after satisfaction of the debts and liabilities of the association shall be transferred to some other charity or charities having objects similar to those of the association; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the association at, or prior to, the time of dissolution.

- 88 For the avoidance of doubt, no part of the income or property of the association shall (otherwise than in pursuance of the association's charitable purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the association's existence or on dissolution.

#### **Alterations to the constitution**

- 89 Subject to clause 90, the constitution may be altered by a resolution passed by not less than two-thirds of those present and voting at a general meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clauses 17 to 20.
- 90 No amendment to the constitution may be made if the effect would be that the association would cease to be a charity.

#### **Interpretation**

- 91 For the purposes of this constitution,
- (a) the expression "charity" shall mean a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;
  - (b) the expression "charitable purpose" shall mean a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.
- 92 Any reference in this constitution to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

#### **Members of the Group Management Committee**

93. The members of the Group Management Committee, and the positions held by each, shall be as set out below.

This constitution was adopted on 8<sup>th</sup> June 2023.

Signature	Name	Address	Position

