

# CONSTITUTION

Of

The Friends of The Black Watch Castle and Museum

Adopted on 9<sup>th</sup> September 2010

Amended on 19<sup>th</sup> September 2012

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## **Name**

1. The name of the association is “The Friends of the Black Watch Castle and Museum”.

## **Objects**

2. This clause shall be interpreted as if it incorporated an over-riding qualification to the effect that in any case in which an activity permitted under this clause is in its nature capable of being carried on for purposes which are not charitable, or only partially so, as well as for wholly charitable purposes, (the words “charitable purposes” shall have the meaning ascribed to them for the purposes of Section 7 of the Charities and Trustee Investment (Scotland) Act 2005, including any statutory amendment or re-enactment for the time being in force, which is also regarded as a charitable purpose in relation to the application of the Taxes Acts (which meaning shall be assigned to the words “charitable purposes” wherever they appear in this Constitution)), the powers of the association under this Constitution shall be deemed to be limited to the carrying on of such activity in such manner as will not prejudice the charitable status of the association under the statutory provisions referred to above. Subject to that over-riding qualification, the association's purpose is to support the activities and property of The Black Watch Museum Trust (Scottish Charity SC005848). Its detailed objects are:
  - 2.1. The advancement of education by supporting the educational activities of The Black Watch Museum Trust and its outreach programmes.
  - 2.2. The advancement of the arts, heritage, and culture by:
    - 2.2.1. supporting the conservation of the artefacts and archive of The Black Watch Museum Trust;
    - 2.2.2. supporting the maintenance and development of heritable property owned by The Black Watch Museum Trust;
    - 2.2.3. supporting the acquisition of artefacts and archive material by The Black Watch Museum Trust.
  - 2.3. The advancement of citizenship and community development by promoting opportunities for volunteers to support The Black Watch Museum Trust and by supporting their workforce initiatives for young people.
  - 2.4. Generally to provide any support to The Black Watch Museum Trust necessary for the furtherance of its charitable objectives.

## **Powers**

3. In pursuance of the objects set out in clause 2 (but not otherwise), the association shall have the following powers:-
  - 3.1. To promote wide membership of the association and to organise events and other fund raising activities.
  - 3.2. To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the association's activities.
  - 3.3. To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the association.
  - 3.4. To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the association.
  - 3.5. To borrow money, and to give security in support of any such borrowings by the association.
  - 3.6. 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.
  - 3.7. To engage such consultants and advisers as are considered appropriate from time to time.
  - 3.8. To effect insurance of all kinds (which may include officers' liability insurance).
  - 3.9. 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.
  - 3.10. To establish and/or support any other charity, and to make donations for any charitable purpose falling within the association's objects.
  - 3.11. 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.
  - 3.12. To take such steps as may be deemed appropriate for the purpose of raising funds for the association's activities.

- 3.13. To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- 3.14. To do anything that may be incidental or conducive to the furtherance of any of the association's objects.

#### **General structure**

4. The structure of the association shall consist of:-
  - 4.1. 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 management committee and take decisions in relation to changes to the constitution itself.
    - 4.1.1. The Members may appoint from among their number a President and a Vice-President of the association
  - 4.2. The **Management Committee** - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the association; in particular, the management committee is responsible for monitoring the financial position of the association.
    - 4.2.1. The management committee members shall elect from their number a Chair, Treasurer, Secretary, and any other office bearer they consider appropriate (the **Office Bearers**).
    - 4.2.2. All Office Bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.
    - 4.2.3. An Office Bearer shall cease to hold office if he ceases to be a member of the management committee or if he resigns from office by giving written notice to the association.

#### **Qualifications for membership**

5. Membership shall be open to members of the public who support the objectives of the association.
6. An employee of the association shall not be eligible for membership; a person who becomes an employee of the association after admission to membership shall automatically cease to be a member.

7. The management committee may appoint a limited number of prominent supporters of the aims of the association to be Honorary Members. All Honorary Members will be listed in the annual report of the association. Honorary Members will pay no membership subscription and will have no voting rights.

### **Application for membership**

8. Any person who wishes to become a member must sign, and lodge with the association, a written application for membership; the application must be accompanied by a remittance to meet the annual membership subscription.
9. The management committee may, at its discretion, refuse to admit any person to membership.

### **Membership subscription**

10. Members shall be required to pay an annual membership subscription; unless and until otherwise determined by the members, the amount of the annual membership subscription shall be as follows:
  - 10.1.1. Single £24 or £2 per month;
  - 10.1.2. Single plus Children £36 or £3 per month;
  - 10.1.3. Couple £42 or £3.50 per month;
  - 10.1.4. Family £54 or £4.50 per month;
  - 10.1.5. A current paid-up member of any Branch of The Black Watch Association shall receive a 50% reduction on the Single subscription rate.
- 10.2. In the case of subscriptions for a couple or a family, only the person named first on the application will become a member of the association.
- 10.3. The membership subscriptions shall be payable on or before the first day of the month immediately following the month in which membership is approved by the management committee.
- 10.4. The members may vary the amount of the annual membership subscription and/or the date on which it falls due in each year, by way of a resolution to that effect passed at an annual general meeting.
- 10.5. Only those members who have paid their subscription are entitled to take part and vote at any general meeting.

- 10.6. A person who ceases (for whatever reason) to be a member shall not be entitled to any refund of the membership subscription.

### **Register of members**

11. The management committee shall maintain a register of members, setting out the full name and address of each member, the date on which s/he was admitted to membership, and the date on which any person ceased to be a member.

### **Cessation of membership**

12. A member shall cease to be a member if:-
- 12.1. the association receives a notice of withdrawal from membership signed by the member;
  - 12.2. the member becomes insolvent or apparently insolvent or makes any arrangement with his creditors;
  - 12.3. the member's subscription dues remain outstanding for more than six weeks after the date they were due (providing the management committee has issued at least one written reminder);
  - 12.4. the member dies (the right of membership not being assignable); or
  - 12.5. the member is expelled from membership in terms of clause 13.

### **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:-
- 13.1. 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
  - 13.2. 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 management committee shall convene an annual general meeting in each year (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:-
  - 15.1. a report by the management committee on the activities of the association;
  - 15.2. consideration of the annual accounts of the association; and
  - 15.3. the election/re-election of members of the management committee, as referred to in clauses 30 and 32.
16. The 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 60) 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, and also the day of the meeting, should be excluded.
19. Notice of every general meeting shall be given (in accordance with clause 60) to all the members of the association, and to all the members of the management committee.

### **Procedure at general meetings**

20. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be 5 members, present in person.
21. 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 chair of the meeting.
22. The Chair of the association shall (if present and willing to act) preside as chair of each general meeting; if the Chair is not present within 15 minutes after the time at which the meeting is due to commence, the management committee members present shall elect from among themselves the person who will act as chair of that meeting.
23. The chair of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chair may determine.

24. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally; if there are an equal number of votes for and against any resolution, the chair of the meeting shall be entitled to a casting vote.
25. 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 chair (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.
26. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chair may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

#### **Maximum number of management committee members**

27. The maximum number of members of the management committee shall be 7.

#### **Eligibility**

28. The Chief Executive of the Black Watch Museum Trust and his successors in office shall be an ex-officio member of the management committee.
29. A person shall not be eligible for election/appointment to the management committee unless he/she is a member of the association.

#### **Election, retrial, re-election**

30. At each annual general meeting, the members may (subject to clause 27) elect any member to be a member of the management committee.
31. The management committee may at any time appoint any member of the association as a member of the management committee (subject to clause 29).
32. At each annual general meeting, all of the members of the management committee shall retire from office, but shall be eligible for re-election.

#### **Termination of office**

33. A member of the management committee shall automatically vacate office if:-
  - 33.1. he/she becomes debarred under any statutory provision from being a charity trustee;



- 33.2. he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months;
- 33.3. he/she ceases to be a member of the association;
- 33.4. he/she becomes an employee of the association;
- 33.5. he/she resigns office by notice to the association; or
- 33.6. he/she is absent (without permission of the management committee) from more than three consecutive meetings of the management committee, and the management committee resolve to remove him/her from office.

#### **Register of management committee members**

- 34. The management committee shall maintain a register of management committee members, setting out the full name and address of each member of the management committee, the date on which each such person became a management committee member, and the date on which any person ceased to hold office as a management committee member.

#### **Powers of management committee**

- 35. Except as otherwise provided in this constitution, the association and its assets and undertaking shall be managed by the management committee, who may exercise all the powers of the association.
- 36. A meeting of the management committee at which a quorum is present may exercise all powers exercisable by the management committee.

#### **Personal interests**

- 37. A member of the 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 management committee; he/she will be debarred (in terms of clause 49) from voting on the question of whether or not the association should enter into that arrangement.
- 38. For the purposes of clause 37, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement.

39. A member of the management committee will not be debarred from entering into an arrangement with the association if he has a personal interest (or is deemed to have a personal interest in terms of clause 38) in the arrangement and may retain any personal benefit which he gains from his participation in the arrangement, provided:
- 39.1. he/she has declared his/her interest;
  - 39.2. he/she has not voted on the question of whether or not the association should enter into the relevant arrangement; and
  - 39.3. the requirements of clause 41 are complied with.
40. No member of the management committee may serve as an employee (full time or part time) of the association, and no member of the management committee may be given any remuneration by the association for carrying out his/her duties as a member of the management committee.
41. Where a management committee member provides services to the association or might benefit from any remuneration paid to a connected party for such services:, then
- 41.1. the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
  - 41.2. the management committee members must be satisfied that it would be in the interests of the association to enter into the arrangement; and (taking account of that maximum amount)
  - 41.3. less than half of the management committee members must be receiving remuneration from the association (or benefit from remuneration of that nature) as a result of the arrangement.
42. The members of the management committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the management committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

#### **Procedure at management committee meetings**

43. Any member of the management committee may call a meeting of the management committee or request the secretary to call a meeting of the management committee.

44. Questions arising at a meeting of the management committee shall be decided by a majority of votes; if an equality of votes arises, the chair of the meeting shall have a casting vote.
45. No business shall be dealt with at a meeting of the management committee unless a quorum is present; the quorum for meetings of the management committee shall be 3.
46. If at any time the number of management committee members in office falls below the number fixed as the quorum, the remaining management committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting.
47. The Chair of the association shall (if present and willing to act) preside as chair at every management committee meeting; if the Chair is not present within 15 minutes after the time at which the meeting is due to commence, the management committee members present shall elect from among themselves the person who will act as chair of the meeting.
48. The management committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the management committee; for the avoidance of doubt, any such person who is invited to attend a management committee meeting shall not be entitled to vote.
49. A management committee member shall not vote at a management committee meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the association; he/she must withdraw from the meeting while an item of that nature is being dealt with.
50. For the purposes of clause 49, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that matter.

#### **Conduct of members of the management committee**

51. Each of the members of the management committee shall, in exercising his/her functions as a member of the management committee of the association, act in the interests of the association; and, in particular, must:
  - 51.1. 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);

- 51.2. act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
- 51.3. in circumstances giving rise to the possibility of a conflict of interest of interest between the association and any other party
- 51.3.1. put the interests of the association before that of the other party, in taking decisions as a member of the management committee;
- 51.3.2. where any other duty prevents him/her 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 management committee with regard to the matter in question; and
- 51.4. 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**

52. The management committee may delegate any of their powers to any sub-committee consisting of one or more management committee members and such other persons (if any) as the 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.
53. Any delegation of powers under clause 52 may be made subject to such conditions as the management committee may impose and may be revoked or altered.
54. The rules of procedure for any sub-committee shall be as prescribed by the management committee.

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

55. The signatures of two out of three signatories appointed by the 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 management committee.
56. 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 management committee.

### **Minutes**

57. The management committee shall ensure that minutes are made of all proceedings at general meetings, 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 chair of the meeting.

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

58. The management committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
59. The management committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

### **Notices**

60. Any notice which is required to be given to a member under this constitution shall be given by using electronic communication or in writing; such notice may either be given personally to the member or be sent by electronic means to the email address last intimated by him/her to the association or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to the association.

### **Dissolution**

61. If the 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.
62. If a proposal by the 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 61, the 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 The Black Watch Museum Trust or, if it no longer exists, 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.

63. 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**

64. Subject to clause 65, 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, 18 and 19.
65. No amendment to clauses 3, 40, 62 or 63 of the constitution may be made if the effect would be that the association would cease to be a charity.

#### **Interpretation**

66. For the purposes of this Constitution, unless the context requires otherwise:
- 66.1. Any reference to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

#### **Initial members of the management committee**

67. The initial members of the management committee, and the positions held by each, shall be as set out below.

The constitution was adopted on 9<sup>th</sup> September 2010

Amended on 19<sup>th</sup> September 2012

**Signature**

**Name**

**Address**

**Position**