

**A Scottish Charitable Incorporated Organisation
in terms of the
Charities and Trustee Investment (Scotland) Act 2005**

CONSTITUTION

of

HOPE IN THE HIGHLANDS

Established on 26 May 2023

Scottish Charity Number SC052571



A Scottish Charitable Incorporated Organisation

Constitution of Hope in the Highlands

1 NAME AND PRINCIPAL OFFICE

- 1.1 The name of the Scottish Charitable Incorporated Organisation is “Hope in the Highlands” (“the SCIO”).
- 1.2 The Principal Office of the SCIO is situated in Scotland.

2 DEFINITIONS

- 2.1 Certain definitions and meanings, which apply throughout this Constitution and the Schedules hereto, are listed in Schedule 1 annexed to this Constitution.
- 2.2 Words importing the singular number only shall include the plural number, and *vice versa*.
- 2.3 Any words or expressions defined in the Charities Act shall, if not inconsistent with the subject or context, bear the same meanings in the Constitution.
- 2.4 Any Schedule to this Constitution is deemed to form an integral part hereof.

3 CHARITABLE PURPOSES and POWERS

- 3.1 The Charitable Purposes of the SCIO ("the Charitable Purposes") are:
 - 3.1.1 the advancement of health; and
 - 3.1.2 the relief of those in need.
- 3.2 In furtherance of the Charitable Purposes the SCIO will carry out the following activities;
 - 3.2.1 assist those in need because of mental health problems;
 - 3.2.2 provide assistance to other charities and organisations which provide mental health services, support and research; and
 - 3.2.3 carry out events and activities to increase the understanding and awareness of mental health issues and advance mental health care and treatments.
- 3.3 In terms of section 50(5) of the Charities Act, the SCIO shall have power to do anything which is calculated to further the Charitable Purposes or is conducive or incidental to doing so. Without prejudice to the foregoing generality, the SCIO shall also have the

powers, only in furtherance of its Charitable Purposes, as expressed in the Schedule annexed to the Constitution.

4 GENERAL STRUCTURE OF THE SCIO

The structure of the SCIO comprises:

- 4.1 **Members** - who are the Trustees from time to time, who have the right to attend the AGM (and any General Meeting) and have important powers under this Constitution and the Charities Act, particularly in taking decisions in relation to any changes to this Constitution; and
- 4.2 **Trustees** - who hold regular meetings between each AGM, set the strategy and policy of the SCIO, generally control and supervise the activities of the SCIO and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the SCIO.

5 MEMBERSHIP

5.1 Members and Register of Members

- 5.1.1 The first members of the SCIO shall be the Applicants.
 - 5.1.2 The members of the SCIO shall be the Trustees for the time being, on the basis that a new Trustee shall automatically become a member on becoming a Trustee and shall automatically cease to be a member on ceasing to be a Trustee for whatever reason.
 - 5.1.3 The SCIO's Register of Members will be the same as its Register of Trustees (see Clause 8.4), with all details recorded therein as required for both a Register of Members and a Register of Trustees.
- 5.2 The liability of members of the SCIO is limited and, upon the winding-up of the SCIO, the terms of Clause 19.4 apply.

6 GENERAL MEETINGS

6.1 Convening a General Meeting

- 6.1.1 The Board, or any three or more Trustees, may convene a General Meeting, whenever it or they think fit.
- 6.1.2 A General Meeting does not need to be held exclusively in one place, provided that, where two or more members are not in the same place as each other, they are all able to communicate together and vote thereat.
- 6.1.3 The Board may resolve to enable persons entitled to attend a General Meeting to do so by simultaneous attendance and participation at an electronic platform by electronic means (such as by means of a conference telephone, video conferencing facility or similar communications equipment), such meeting being an “**electronic General Meeting**”. Such attendance shall be deemed to be attendance in person. The members attending, or their proxy, shall be counted in the quorum for, and entitled to speak and vote at, the electronic General Meeting in question, and the proceedings shall be valid if the person chairing the meeting is satisfied that adequate facilities are available throughout the

electronic General Meeting to ensure members attending who are not together in the same place may, by electronic means, attend, hear, speak and vote at it.

- 6.1.4 If it appears to the person chairing the meeting that the electronic platform, facilities or security at the electronic General Meeting have become inadequate to allow members to attend, communicate together, hear, speak and vote at it then the person chairing the meeting may adjourn the General Meeting to such time and place (or electronic platform) as may be fixed by the person chairing the meeting. All business conducted at the General Meeting up to that time of the adjournment shall be valid.
- 6.1.5 If, after the sending of notice of a General Meeting, in terms of Clause 6.4, but before the meeting is held, or after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable, for a reason beyond its control, to hold the physical General Meeting at the declared place or the electronic General Meeting on the electronic platform specified in the notice, it may change the place or electronic platform and/or postpone the date and time at which the General Meeting is to be held. In which case notice of the change or postponement will be communicated to the members no less than 7 days' prior to the date of the original General Meeting.

6.2 Convening an AGM (Annual General Meeting)

- 6.2.1 The Board shall convene one General Meeting as an AGM in each year, at such time as it may determine, the first AGM need not be held in the first year provided that it is held within 15 months of the date on which OSCR enters the SCIO in the Scottish Charity Register.
- 6.2.2 Thereafter, no more than 15 months shall elapse between the holding of one AGM to the next.

6.3 AGM Agenda

The business of the AGM shall include:

- (a) the report by the Chair on the activities of the SCIO;
- (b) receiving the annual accounts of the SCIO;
- (c) the report of the independent financial examiner (or auditor where required); and
- (d) the appointment or re-appointment of the independent financial examiner (or auditor where required).

6.4 Notice of General Meetings

- 6.4.1 At least 14 clear days' notice shall be given of every General Meeting.
- 6.4.2 The notice shall specify:
- (a) whether electronic attendance at the meeting shall be permitted in accordance with Clause 6.1.3, and whether it shall take place exclusively by such means;
 - (b) where the meeting is not to take place exclusively by electronic attendance, the place, the day and the hour of meeting and, if appropriate, the means by which a person may attend electronically which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit;

- (c) for a General Meeting which is to take place exclusively by electronic attendance, the time, the date and the deemed location of the meeting (which shall be the Principal Office of the SCIO, unless otherwise determined by the Board from time to time), and the platform or other facility on which it is to be held, which means may vary from time to time and from meeting to meeting, as the Board in its sole discretion sees fit;
 - (d) the general nature of the business to be dealt with at the meeting; and
 - (e) if a special resolution (see Clause 6.10) is to be proposed, the notice shall state the fact giving the exact terms of the resolution; and
 - (f) a statement informing the members of their right to appoint a proxy.
- 6.4.3 The notice shall be sent, in the manner specified in Clause 16, to all members and to such persons or organisations as are under this Constitution entitled to receive such notices.
- 6.4.4 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.

6.5 **Chair of General Meetings**

The Chair of the SCIO, whom failing the Vice-Chair of the SCIO (if any), shall act as the person chairing each General Meeting. If neither the Chair nor the Vice-Chair is present and willing to act as the person chairing the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will act as the person chairing that meeting.

6.6 **Quorum at General Meetings**

- 6.6.1 The quorum for a General Meeting shall be 50% of the members, present in person. No business shall be dealt with at any General Meeting, other than the appointment of the person chairing the meeting in terms of Clause 6.5, unless a quorum is present.
- 6.6.2 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place (or electronic platform) as may be fixed by the person chairing the meeting.

6.7 **Voting at General Meetings – General Provisions**

- (a) The person chairing the meeting (see Clause 6.5) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
- (b) All resolutions put to the vote at any General Meeting shall be decided verbally or on a show of hands, as appropriate.
- (c) Where members are participating in an electronic General Meeting, 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, as the Board in its sole discretion deems appropriate for the purposes of the electronic General

Meeting, and providing the Board 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.

- (d) Each member of the SCIO is able to attend and speak at any General Meeting and shall have one vote, to be exercised in person or by proxy in terms of Clause 6.8.
- (e) In the event of an equal number of votes for and against any resolution, the person chairing the meeting shall be entitled to a casting vote as well as any deliberative vote.
- (f) The person chairing the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the person chairing the meeting whether any such observer may be invited to speak thereat.
- (g) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the person chairing the meeting whose decision shall be final and conclusive.

6.8 Voting at General Meetings – Proxy Voting

Whilst personal attendance at a General Meeting is encouraged, a member shall be entitled to complete an instrument of proxy in order to appoint a proxy to attend a General Meeting on their behalf, in respect of which the following apply:

- 6.8.1 a proxy need not be a member;
- 6.8.2 a proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the appointing member to speak at the meeting and to vote thereat;
- 6.8.3 the instrument appointing the proxy, which may specify how the proxy is to vote (or to abstain from voting) on one or more resolutions, shall be in the general terms (to be varied as required to fit the circumstances) of the form shown in the Schedule 3 annexed to this Constitution;
- 6.8.4 the instrument appointing a proxy shall be authenticated in such a manner as the Board may determine;
- 6.8.5 the form appointing a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a certified copy thereof, shall be lodged with the SCIO not less than 48 hours before the time of the start of the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid;
- 6.8.6 no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the granter in writing to the SCIO;
- 6.8.7 a vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, mental incapacity or revocation as aforesaid shall have been received by the SCIO before the

- commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld);
- 6.8.8 appointment of a proxy may be revoked by the granter by written notice received by the SCIO not less than 24 hours before the time of the start of the General Meeting (or adjourned meeting) to which it relates; and
- 6.8.9 any reference in this Constitution to voting being “in person” shall include voting by proxy.

6.9 Voting at General Meetings – Ordinary Resolutions

- 6.9.1 At any General Meeting an ordinary resolution put to the vote of the meeting shall be carried if approved by a simple majority of the members who are present in person, have the right to vote and are voting thereon (taking account only of those votes cast in favour of the resolution as compared with those votes cast against the resolution and no account therefore being taken of members who abstain from voting or who are absent from the meeting).
- 6.9.2 An ordinary resolution to be proposed at a General Meeting may be amended if:
- (a) written notice of the proposed amendment is received by the SCIO from a member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting, and
 - (b) the proposed amendment does not, in the reasonable opinion of the person chairing the meeting, materially alter the scope of the resolution.
- 6.9.3 If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair’s error does not invalidate the vote on that resolution.

6.10 Voting at General Meetings – Special Resolutions

- 6.10.1 At any General Meeting a special resolution put to the vote of the meeting shall be carried if approved by not less than two-thirds of the members present in person, who have the right to vote and who are voting thereon (for the avoidance of doubt, the reference to a two-thirds majority only relates to the number of votes cast in favour of the resolution as compared with the number of votes cast against the resolution and no account therefore being taken of members who abstain from voting or who are absent from the meeting without a proxy). The following matters may only be resolved by special resolution of the members:
- (a) to alter the name of the SCIO; or
 - (b) to amend the Charitable Purposes; or
 - (c) to amend the maximum number of Trustees in terms of Clause 7.3.1; or
 - (d) to amend these Clauses in terms of Clause 18; or
 - (e) to wind up the SCIO in terms of Clause 19.
- 6.10.2 A special resolution to be proposed at a General Meeting may be amended if the chair of the meeting proposes an amendment which is used only to correct a grammatical or other non-substantive error in the resolution. If the person chairing the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair’s error does not invalidate the vote on that resolution.

6.11 Voting – Written Resolutions

A written resolution of the SCIO passed in accordance with this Clause 6.11 shall have effect as if passed by the SCIO at a General Meeting:

- 6.11.1 A written resolution is passed as an ordinary resolution if it is passed by more than half of all members.
- 6.11.2 A written resolution is passed as a special resolution if it is passed by at least two-thirds of all members, unless it is a special resolution to amend this Constitution, in which case the unanimous agreement of all members is required.
- 6.11.3 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of their term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of their term of office.
- 6.11.4 A copy of the written resolution must be sent to every member, at the same time, informing them how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 6.11.5 A written resolution must be issued in hard copy (by hand or post) or in electronic form (such as by e-mail), or by means of a website. A written resolution may be sent out in more than one document in the like form.
- 6.11.6 A member signifies their agreement to the proposed written resolution when the SCIO receives from them an authenticated document identifying the resolution to which it relates and indicating their agreement to the resolution. If the document is sent to the SCIO in hard copy form, it is authenticated if it bears the member's signature. If the document is sent to the SCIO by electronic means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner agreed by the Board.
- 6.11.7 A written resolution is passed when the required majority of members have signified their agreement to it (see Clause 6.11.6).

7 THE BOARD OF TRUSTEES

- 7.1 The strategy and affairs of the SCIO shall be directed and managed by a Board of Trustees appointed in terms of Clause 8. The Board may exercise all such powers of the SCIO, and do on behalf of the SCIO all acts as may be exercised and done by the SCIO, other than those required to be exercised or done by the members in General Meeting, and subject always to this Constitution.

7.2 Delegation

- 7.2.1 The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.
- 7.2.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Clause 7.2.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.

- 7.2.3 In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as applicable (and, without prejudice to that generality including Clauses 12.4.5 and 12.6) and so far as the same shall not be amended or superseded by any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee to ensure the regular and prompt circulation of the minutes of its meetings to all Trustees.
- 7.2.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.3 **Number of Trustees**

- 7.3.1 The number of Trustees shall not be fewer than three and, unless otherwise determined by special resolution at a General Meeting (but not retrospectively), not more than ten.
- 7.3.2 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Clause, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

8 **TRUSTEES**

8.1 **Composition of Board**

- 8.1.1 At the incorporation of the SCIO, the Applicants shall form the Board of Trustees.
- 8.1.2 The Board shall at any time thereafter elect any person as a new or additional Trustee as required from time to time, provided that the maximum number expressed in Clause 7.3.1 is not exceeded.

8.2 **Retiral and Deemed Retiral of Trustees**

Any Trustee must cease to be a Trustee if they:

- 8.2.1 are prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or
- 8.2.2 are considered by the Board to have been in serious or persistent breach of: (i) any of the duties listed in sections 66(1) and 66(2) of the Charities Act; (ii) or any Code of Conduct, Board Charter, or Board Policy of the SCIO; or (iii) Clause 8.3.5; such Trustee being entitled to be heard prior to the Board taking a decision in respect of the above (i) – (iii); or
- 8.2.3 hold any office of profit or are employed by the SCIO (except where the provisions of Clause 10.3 shall apply); or
- 8.2.4 become incapable for medical reasons of fulfilling the duties of their office and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or

- 8.2.5 are absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove them from office;
- 8.2.6 resign as a Trustee by notice in writing to the SCIO; or
- 8.2.7 die.

8.3 **Conduct of Trustees**

- 8.3.1 Each Trustee is obliged to act in accordance with the duties listed in section 66 of the Charities Act (see Clause 8.3.2) so as to take decisions in such a way as is considered, in good faith, most likely to be in the interests of the SCIO, and to promote its success in achieving the Charitable Purposes.
- 8.3.2 The duties listed in section 66 of the Charities Act to which each Trustee must adhere are:
 - (a) to act in the interests of the SCIO;
 - (b) to seek, in good faith, to ensure that the SCIO acts in a manner which is consistent with its Charitable Purposes;
 - (c) to act with the care and diligence that it is reasonable to expect of a person who is managing the affairs of another person; and
 - (d) in circumstances giving rise to the possibility of a conflict of interest between the SCIO and any party responsible for the appointment of that Trustee:
 - (i) to put the interests of the SCIO before those of the other party; and
 - (ii) where any other duty prevents the Trustee from doing so, to disclose the conflicting interest to the SCIO and to refrain from participating in any deliberation or decision of the Board with regard to the matter in question; and
 - (e) to ensure that the SCIO complies with any direction, requirement, notice or duty imposed upon under or by virtue of the Charities Act.
- 8.3.3 The provisions of Clauses 10 and 11 are also pertinent to the provisions within this Clause, and each Trustee must comply with these.
- 8.3.4 Each Trustee must additionally comply with any Code of Conduct, Board Charter, or Board Policy for Trustees as introduced and prescribed by the Board from time to time.
- 8.3.5 Each Trustee must be mindful of the requirement to preserve confidentiality where appropriate or requested in relation to the SCIO or its business and in order to act always in the interest of the SCIO.

8.4 **Register of Trustees**

- 8.4.1 The Board shall maintain a Register of Trustees, setting out the following details of each Trustee, namely, name, address, date of appointment and any offices held, all in accordance with the Charities Act.
- 8.4.2 The Register must provide the following details of each former Trustee for at least six years after cessation of trusteeship, namely name, any offices held and date of cessation of trusteeship.
- 8.4.3 The Register of Trustees is open to all Trustees of the SCIO, but Trustees' addresses (or any of them) can be kept confidential by the SCIO only where the information is requested by a member of the public.

- 8.4.4 Changes to the Register must be made within twenty-eight days of the SCIO receiving notice of any change.
- 8.4.5 If an individual requests the SCIO to provide a copy of its Register of Trustees, they are, if the request is reasonable, entitled to be given a copy within twenty-eight days. The SCIO may not charge for doing so. The SCIO can omit all or any of its Trustees' addresses in its response to a request.

9 CHAIR AND VICE-CHAIR

The Board shall meet as soon as practicable immediately after each AGM to appoint both a Chair and, if desired, a Vice-Chair of the SCIO from the Board.

10 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

- 10.1 The income and property of the SCIO shall be applied solely towards promoting the Charitable Purposes.
- 10.2 No part of the income or property of the SCIO shall be paid or transferred (directly or indirectly) to the Trustees of the SCIO, whether by way of dividend, bonus or otherwise, except where such Trustees are in receipt of income or property of the SCIO as a beneficiary of the SCIO in terms of the Charitable Purposes.
- 10.3 No benefit (whether in money or in kind) shall be given by the SCIO to any Trustee except the possibility of the following, which may only be given in accordance with Section 67 of the Charities Act, where applicable:
 - 10.3.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or
 - 10.3.2 reasonable remuneration to any Trustees in return for specific services actually rendered to the SCIO; or
 - 10.3.3 payment of interest at a rate not exceeding the commercial rate on money lent to the SCIO by any Trustee; or
 - 10.3.4 payment of rent at a rate not exceeding the open market rent for property let to the SCIO by any Trustee; or
 - 10.3.5 the purchase of property from any Trustee provided that such purchase is at or below market value or the sale of property to any Trustee provided that such sale is at or above market value; or
 - 10.3.6 payment to one or more Trustees by way of any indemnity where appropriate.

11 CONFLICTS OF INTERESTS

- 11.1 Any Trustee who has a personal interest (as defined in Clause 11.2) in any prospective or actual contract or other arrangement with the SCIO must declare that interest either generally to the Board or specifically at any relevant meeting of the SCIO. Where such an interest arises, the provisions within Clause 11.3 shall apply.
- 11.2 A personal interest includes the following interests:
 - (a) those of the Trustee or employee in question;
 - (b) those of their partner or close relative;
 - (c) those of any business associate;

- (d) those of any firm of which they are a partner or employee;
- (e) those of any limited company of which they are a director, employee or shareholder of more than 5% of the equity; an
- (f) those of any person or organisation responsible for their appointment as a Trustee.

11.3 Whenever a Trustee finds that there is a personal interest, as defined in Clause 11.2, they have a duty to declare this to the Board meeting or General Meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot partake in discussions or decisions relating to such matter.

11.3.1 It shall be for the person chairing the meeting in question (or if it be the person chairing the meeting who is potentially or actually conflicted, it shall be for the other Trustees present) to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting. Where a Trustee leaves, or is required to leave, the meeting in question, they no longer form part of the quorum thereat.

11.3.2 The Board may at any time resolve to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the SCIO have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.

11.3.3 The Board may resolve at any time to require all Trustees deliver a Notice of Relevant Interests to the Principal Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Clause 11.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained. If existing, the Register of Interests shall be open for inspection by the Board.

12 BOARD MEETINGS

12.1 Quorum

12.1.1 The quorum for Board meetings shall be not less than 50% of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.

12.1.2 A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, they are not entitled to vote.

12.2 Convening Board Meetings

12.2.1 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.

- 12.2.2 All Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
- 12.2.3 A Trustee may at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.
- 12.3 **Chair of Board Meeting**
- The Chair, whom failing the Vice-Chair (if any), shall be entitled to preside as the person chairing all Board meetings at which they shall be present. If at any meeting neither the Chair nor the Vice-Chair is present and willing to act as the person chairing the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be the person chairing the Board meeting, which failing the meeting shall be adjourned until a time when the Chair or Vice-Chair will be available.
- 12.4 **Voting at Board Meetings**
- 12.4.1 The person chairing the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.
- 12.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.
- 12.4.3 The decisions requiring a special resolution (listed in Clause 6.10.1) must be taken at a General Meeting by the Trustees in their capacity as members, duly convened in accordance with this Constitution.
- 12.4.4 In the event of an equal number of votes for and against any resolution at a Board meeting, the person chairing the meeting shall have a casting vote as well as a deliberative vote.
- 12.4.5 A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
- 12.5 **Observers**
- The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.
- 12.6 **Minutes**
- The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meeting and of all Board meetings and of sub-committees, including the names of those present, without distinction between those who attended in person and those who attended electronically, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the person chairing such meeting, or by the person chairing the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.

12.7 Validation

12.7.1 All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

12.7.2 No alteration of this Constitution and no direction given by special resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

12.8 Ancillary Regulations

The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to this Constitution, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, members, employees, stakeholders and/or others.

13 MINUTE SECRETARY, SECRETARY and TREASURER

13.1 Minute Secretary

The Board may appoint a Minute Secretary, for the purposes of Clause 12.6, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion but can only do so if the Minute Secretary is not a Trustee.

13.2 Secretary and Treasurer

- (a) The Board may appoint a Secretary and/or a Treasurer for such term and upon such conditions as it may think fit.
- (b) If the Secretary or Treasurer is unpaid, they may also be a Trustee, and if so they would have a vote as a Trustee at any Board meeting which they attend.
- (c) If the Secretary or Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, they cannot also be a Trustee.
- (d) If the Secretary or Treasurer is not a Trustee, they may be required by the Board to attend (but shall have no vote at) Board meetings during their tenure as Secretary or Treasurer, except any part or parts thereof dealing with their employment or remuneration, or any other matter which the Board wish to keep confidential to itself.
- (e) The Secretary and/or Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

14 HONORARY PATRON(S)

The Trustees may agree to the appointment of one or more Honorary Patrons of the SCIO, to be appointed either for such fixed period (usually of five years) as the Trustees determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons would be entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat

15 FINANCES AND ACCOUNTS

15.1 Bank Accounts

The banking account or accounts of the SCIO shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

15.2 Payments and Receipts

All payments (including cheques and other negotiable instruments) and all financial and banking instructions, and all receipts for monies paid to the SCIO, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

15.3 The Board shall ensure that all funds and assets of the SCIO are applied towards achieving the Charitable Purposes.

15.4. Accounting Records and Annual Accounts

The Board shall cause accounting records to be kept in accordance with the requirements of the Charities Act and other relevant regulations.

15.5 The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees.

15.6 The Board shall ensure that the accounts of the SCIO are prepared and independently examined and/or audited in accordance with all relevant statutory requirements.

16 NOTICES

16.1. A notice may be served by the SCIO upon any member, either personally or by sending it by post, e-mail or other appropriate electronic means, addressed to such member at their address as appearing in the Register of Trustees.

16.2 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.

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

16.4 The business of the SCIO and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the SCIO where the SCIO has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

17 INDEMNITY

Without prejudice to any other indemnity, subject to the provisions of this Constitution and save as otherwise excluded by law, a Trustee, Auditor or other officer of the SCIO shall be entitled to be indemnified by the SCIO against all costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their duties or on relation to the SCIO, unless such cost, charge, loss, expense or liability incurred is one within the terms of section 68A(2)(a) to (c) of the Charities Act.

18 ALTERATION OF CONSTITUTION

Subject to the terms of Clause 6.10, and any prior consent required in terms of section 16 of the Charities Act, no alteration in Constitution may at any time be made unless on the decision of the Trustees acting as members by special resolution at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Clause 6.11.

19 WINDING UP

19.1 The winding-up of the SCIO may take place only:

19.1.1 on the decision of not less than two-thirds of its Trustees as members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or alternatively under the written resolution procedure at Clause 6.11; and

19.1.2 in accordance with the procedures set out in the Charities Act and relative Regulations (currently the Scottish Charitable Incorporated Organisation (Removal from Register and Dissolution) Regulations 2011).

19.2 If, on the winding-up of the SCIO, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.

19.3 The charity or charities to which the property is to be transferred in terms of Clause 19.2 shall be determined on the decision of not less than two-thirds of the Trustees who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by the Sheriff of Lothian & Borders at Edinburgh (or any successor thereto), whose decision shall be final and binding upon the SCIO.

19.4 The members of the SCIO are not liable to contribute to the assets of the SCIO upon its winding up.

Annexation

Schedule 1 Definitions

| | |
|-------------------|---------------|
| Schedule 2 | Powers |
| Schedule 3 | Form of proxy |

Schedule 1

Definitions

Further to Clause 2.1 the definitions and meanings to apply throughout this Constitution and the Schedules hereto, are as follows:

| WORDS | MEANINGS |
|----------------------|--|
| AGM | – the Annual General Meeting. |
| Applicants | – those first members of the SCIO who are the individuals who make the Application to OSCR under section 54(1) of the Charities Act. |
| Board | – the Board of Trustees. |
| Charitable Purposes | – as described in Clause 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts. |
| Charities Act | – the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force. |
| charity or charities | – means 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. |
| Circulation Date | – in relation to a resolution means the date on which copies of it are first sent or submitted to members for their agreement. |
| Clause(s) | – Clause(s) of this Constitution. |
| Constitution | – this Constitution, as originally framed or as amended from time to time in accordance with these presents. |
| electronic form | – means a document or information sent or supplied by electronic means (including by e-mail) or by any other means while in an electronic form, provided that the sender reasonably considers that it has been supplied in a form which will enable a recipient to read it and to retain a copy of it. |

| | |
|-------------------------------|--|
| electronic General Meeting | – means a general meeting hosted on an electronic platform. |
| electronic platform | – includes, but is not limited to, website addresses and conference call systems. |
| General Meeting | – means any general meeting of the SCIO. |
| in writing | – means written in hard copy form or produced by any substitute for writing in an electronic form, or partly one and partly another. |
| in person | – means present in person or by proxy at a physical general meeting or present by electronic means at an electronic platform at an electronic general meeting, as the case may be. |
| members | – all members of the SCIO. |
| month | – calendar month. |
| organisation | – any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person). |
| OSCR | – The Scottish Charity Regulator. |
| property | – any property, assets or rights, heritable or moveable, wherever situated in the world. |
| SCIO | – Hope in the Highlands. |
| signed | – where a document or information sent or supplied (a) in hard copy form is signed by bearing the signature of the person sending or supplying it, or (b) in electronic form is signed if the identity of the sender is confirmed in a manner specified by the SCIO or, where no such manner has been specified by the SCIO, if it is accompanied by a statement of the identity of the sender and the SCIO has not reason to doubt the truth of that statement. |
| Trustee(s) | – the Charity Trustees for the time being of the SCIO. |

Schedule 2

Powers available to the SCIO

Further to Clause 3.3, notwithstanding the terms of section 50(5) of the Charities Act (which states that the SCIO shall have power to do anything which is calculated to further the Charitable Purposes or is conducive or incidental to doing so) and without prejudice to the foregoing generality, the SCIO shall also have the following powers (but only in furtherance of the Charitable Purposes) and declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal, namely:

1 General

- 1.1 to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the SCIO to achieve the Charitable Purposes;
- 1.2 to provide advice, consultancy, training, tuition, expertise and assistance;
- 1.3 to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;
- 1.4 to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;

2 Property

- 2.1 to purchase, take on lease, hire, or otherwise acquire any property suitable for the SCIO and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the SCIO's property;
- 2.2 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the SCIO;
- 2.3 to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

3 Employment

- 3.1 to employ, contract with, train and pay such staff (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the SCIO, 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;

4 Funding and Financial

- 4.1 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the SCIO;
- 4.2 to accept or decline subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;

- 4.3 to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the SCIO and/or in support of any obligations undertaken by the SCIO;
- 4.4 to set aside funds not immediately required as a reserve or for specific purposes;
- 4.5 to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the SCIO in such investments as may be considered appropriate and to dispose of, and vary, such investments;
- 4.6 to make grants or loans of money and to give guarantees;
- 4.7 to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Conduct Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers of investment on such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the SCIO in nominee names, but subject always to the provisions of the Charities Act;
- 5 Development**
 - 5.1 to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;
 - 5.2 to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
 - 5.3 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the SCIO and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;
 - 5.4 to enter into contracts to provide services to or on behalf of others;
- 6 Insurance and Protection**
 - 6.1 to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
 - 6.2 to oppose, or object to, any application or proceedings which may prejudice the interests of the SCIO;
- 7 Ancillary**
 - 7.1 to pay the costs of forming the SCIO and its subsequent development;
 - 7.2 to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
 - 7.3 to do anything which is calculated to further its Charitable Purposes or is conducive or incidental to doing so.

Schedule 3

Form of Proxy

Further to Clause 6.8.3, the Form of Proxy shall be in the following general terms (to be varied as required to fit the circumstances):

Hope in the Highlands

("the SCIO")

I,
of.....,
being a member of the SCIO hereby appoint the person chairing the General Meeting/or*.....,
of
as my proxy to vote for me on my behalf at the General Meeting of the SCIO to be held on..... and at any adjournment thereof.

This form to be used in favour of/against the resolution(s)*

** to be deleted if not required, or amended if it is required*

Signature of member appointing proxy.....

dated.....

To be valid, this Form of Proxy, once signed and dated, must be lodged at least 48 hours before the start of the General Meeting referred to above