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**CONSTITUTION**

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**GENERAL**

**Name of Association**

1. The name of the association is "**Friends of Old Station Park**", hereinafter referred to as “the Association”.

**Purposes**

1. The Association's purposes are:
2. within the terms of the Permission to Use agreed between the Association and Glasgow City Council
3. to maintain and develop planting in Old Station Park, Hyndland (including the area adjacent to Hyndland Road known as the Terrace), hereinafter referred to as ‘the Park’, for the benefit of local communities and increase in biodiversity;
4. to plan, manage and conduct landscaping activity within the Park, with a view to environmental protection and improvement, to enhance its community value and biodiversity;
5. to plan and execute projects of an artistic, cultural, educational or environmental nature with a view to enhancing community engagement and wildlife proliferation within the Park.
6. to follow best practice in management and maintenance of the Park and all its facilities;
7. to monitor and report on biodiversity within the Park;
8. to consult and engage with local communities to develop plans for the Association’s activities in the Park;
9. to engage with officers and elected members of Glasgow City Council in all aspects pertaining to the Park, its condition and use;
10. to organise events, both within and outwith the Park, to promote the Park and the work of the Association;
11. in all its plans and workings the Association will prioritise the enhancement of accessibility wherever possible and take an inclusive approach to the celebration of social diversity.

**Powers**

1. In pursuance of the purposes set out in clause 2 (but not otherwise), the Association shall have the following powers:
   1. To carry out those activities set out in the purposes above
   2. To carry on any other activities which further any of the above purposes.
   3. To publicise the Association’s activities, plans and events.
   4. To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Association's activities.
   5. To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Association.
   6. To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Association.
   7. To borrow money, and to give security in support of any such borrowings by the Association.
   8. To engage such staff as are considered appropriate for the conduct of the Association's activities.
   9. To engage such consultants and advisers as are considered appropriate from time to time.
   10. To effect insurance of all kinds (which may include officers' liability insurance).
   11. 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).
   12. 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 purposes.
   13. To establish and/or support any charity, and to make donations for any charitable purpose falling within the Association's purposes.
   14. To take such steps as may be deemed appropriate for the purpose of raising funds for the Association's activities.
   15. To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
   16. To do anything which may be incidental or conducive to the furtherance of any of the Association's purposes.
2. No part of the income or property of the Association may be paid or transferred (directly or indirectly) to the members - either in the course of the Association's existence or on dissolution - except where this is done in direct furtherance of the Association's purposes.
3. Clause 4 does not prevent the Association making any payment which is permitted under clauses 73 to 77 (remuneration and expenses).

**General structure**

1. The structure of the Association consists of:
   1. the MEMBERS - who have the right to participate in the annual general meeting (and any special general meeting) and have important powers under the constitution; for example, the members elect people to serve on the management committee and take decisions in relation to changes to the constitution itself;
   2. the MANAGEMENT COMMITTEE - who hold regular meetings during the period between annual general meetings, and generally control the activities of the Association; for example, the management committee is responsible for monitoring and controlling the financial position of the Association.

**MEMBERS**

**Qualifications for membership**

1. Membership shall be open to any individual who wishes to further the purposes of the Association

**Application for membership**

1. Any person who wishes to become a member must submit an application for membership (in writing or by email); the application for membership will then be considered by the management committee at its next management committee meeting.
2. The management committee may, at its discretion, refuse to admit any person to membership.
3. The management committee must notify any applicant promptly (in writing or by email) of its decision not to admit them to membership.

**Membership subscription**

1. No membership subscription shall be payable.

**Register of members**

1. The management committee must maintain a register of members, setting out the full name and 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.
2. If a member or management committee member requests a copy of the register of members, the management committee must ensure that a copy is supplied to them within 28 days, providing the request is reasonable; if the request is made by a member (where they are not a member of the management committee), the management committee may provide a copy which has the addresses blanked out.

**Withdrawal from membership**

1. Any person who wants to withdraw from membership must submit a notice of withdrawal to the Association (either in writing or by email); they will cease to be a member as from the time when the notice is received by the Association.

**Transfer of membership**

1. Membership of the Association may not be transferred by a member.

**Re-registration of members**

1. The management committee may, at any time, issue notices to the members (either in writing or by email) requiring them to confirm that they wish to remain as members of the Association, and allowing them a period of 28 days (running from the date of issue of the notice) to provide that confirmation to the management committee.
2. If a member fails to provide confirmation to the management committee (in writing or by email) that they wish to remain as a member of the Association before the expiry of the 28-day period referred to in clause 16, the management committee may expel them from membership.
3. A notice under clause 16 will not be valid unless it refers specifically to the consequences (under clause 17) of failing to provide confirmation within the 28-day period.

**Expulsion from membership**

1. Any person may be expelled from membership by way of a resolution passed in compliance with clause 40 (requirement for two thirds majority) at a general meeting (meeting of members), providing the following procedures have been observed:
   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;
   2. the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

**Termination of membership**

1. Membership of the Association will terminate on death.

**DECISION-MAKING BY THE MEMBERS**

**General meetings (meetings of members)**

1. The management committee must arrange a meeting of members (an annual general meeting or "AGM") in each calendar year.
2. The gap between one AGM and the next must not be longer than 15 months.
3. Notwithstanding clause 21, an AGM does not need to be held during the calendar year in which the Association is formed; but the first AGM must still be held within 15 months of the date on which the Association is formed.
4. The business of each AGM must include:
   1. a report by the chair on the activities of the Association;
   2. consideration of the annual accounts of the Association;
   3. the election/re-election of members of the management committee, as referred to in clauses 52 to 55.
5. The management committee may arrange a special general meeting at any time.

**Power to request the management committee to arrange a special general meeting**

1. The management committee must arrange a special general meeting if they are requested to do so by a notice (in writing or by email) by members who amount to 25% or more of the total membership of the Association at the time, providing:
   1. the notice states the purposes for which the meeting is to be held; and
   2. those purposes are not inconsistent with the terms of this constitution, the Scottish Charities Act (where the Association is a charity at the time), or any other statutory provision.
2. A notice under clause 26 may take the form of:
   1. two or more documents in the same terms, each signed by one or more members; and/or
   2. a number of emails, each issued by a member;

and the management committee will be taken to have received the notice on the date on which they receive sufficient documents and/or emails to equal or exceed the 25% threshold referred to in clause 26.

1. If the management committee receive a notice under clause 26, the date for the meeting which they arrange in accordance with the notice must not be later than 42 days from the date on which they received the notice.

**Notice of general meetings**

1. At least 14 clear days' notice must be given of any AGM or any special general meeting.
2. The notice calling a general meeting must specify in general terms what business is to be dealt with at the meeting; and
   1. in the case of any resolution falling within clause 40 (requirement for two-thirds majority) must set out the exact terms of the resolution; and
   2. in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s).
3. The reference to "clear days" in clause 29 shall be taken to mean that, in calculating the period of notice:
   1. the day after the notice is posted (or sent by e-mail) should be excluded; and
   2. the day of the meeting should also be excluded.
4. Notice of every general meeting must be given to all the members of the Association, and to all the members of the management committee; but the accidental omission to give notice to one or more members or management committee members will not invalidate the proceedings at the meeting.
5. Any notice which requires to be given to a member under this constitution must be sent by e-mail to the member, at the email address last notified by them to the Association.

**Procedure at general meetings**

1. The quorum for a general meeting is 5 members, present in person.
2. If a quorum is not present within 15 minutes after the time at which a general meeting was due to start - or if a quorum ceases to be present during a general meeting - the meeting cannot proceed; and fresh notices of meeting will require to be sent out, to deal with the business (or remaining business) which was intended to be conducted.
3. The chair of the Association should act as chairperson of each general meeting.
4. If the chair of the Association is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the members of the management committee present at the meeting must elect from among themselves the person who will act as chairperson of that meeting.

**Voting at general meetings**

1. Every member has one vote, which must be given personally.
2. All decisions at general meetings will be made by majority vote - with the exception of the types of resolution listed in clause 40.
3. The following resolutions will be valid only if passed by not less than two thirds of those voting on the resolution at a general meeting:
   1. a resolution amending the constitution;
   2. a resolution expelling a person from membership under clause 19;
   3. a resolution removing a person from office as a management committee member under paragraph (h) of clause 58;
   4. a resolution directing the management committee to take any particular step (or directing the management committee not to take any particular step) under clause 68;
   5. a resolution for the dissolution of the Association.
4. If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.
5. A resolution put to the vote at a general meeting will be decided on a show of hands unless the chairperson (or at least four other members present at the meeting) ask for a secret ballot.
6. The chairperson will decide how any secret ballot is to be conducted, and they will declare the result of the ballot at the meeting.

**Minutes**

1. The management committee must ensure that proper minutes are kept in relation to all general meetings and these minutes are disseminated to all members.
2. Minutes of general meetings must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.
3. The records of resolutions must include confirmation that all members agreed to the resolution; and should be signed by the chair of the organisation.

**MANAGEMENT COMMITTEE**

**Number of management committee members**

1. The maximum number of management committee members is 10; out of that:
   1. no more than 8 shall be management committee members who were elected/appointed under clauses 52 to 55 (the initial management committee members being deemed to fall within this category); and
   2. no more than 3 shall be management committee members who were co-opted under the provisions of clauses 56 and 57.
2. The minimum number of management committee members is 4.

**Eligibility**

1. A person shall not be eligible for election/appointment to the management committee under clauses 52 to 55 unless they are a member of the Association; a person appointed to the management committee under clauses 56 and 57 need not, however, be a member of the Association.
2. A person will not be eligible for election or appointment to the management committee if they are disqualified from being a charity trustee under the Scottish Charities Act (even if the Association is not a charity at the time); or

**Initial management committee members**

1. The individuals who are the initial management committee members (as referred to in clause 115) shall be deemed to have been appointed under clauses 52 to 55 with effect from the date of adoption of this constitution.

**Election, retiral, re-election**

1. At each AGM, the members may elect any member (subject to clause 47, and providing they are not debarred under clause 50) to be a management committee member.
2. The management committee may at any time appoint any member (subject to clause 47, and providing they are not debarred under clause 50) to be a management committee member.
3. At each AGM, all of the management committee members elected/appointed under clauses 52 and 53 (and, in the case of the first AGM, including the initial management committee members) shall retire from office - but shall then be eligible for re-election under clause 52.
4. A management committee member retiring at an AGM will be deemed to have been re-elected unless:
   1. they advise the management committee prior to the conclusion of the AGM that they do not wish to be re-appointed as a management committee member; or
   2. an election process was held at the AGM and they were not among those elected/re-elected through that process.

**Appointment/re-appointment of co-opted management committee members**

1. In addition to their powers under clause 53, the management committee may at any time appoint any non-member of the Association to be a management committee member (subject to clause 47, and providing they are not debarred under clause 50) either on the basis that they have been nominated by a body with which the Association has close contact in the course of its activities or on the basis that they have specialist experience and/or skills which could be of assistance to the management committee.
2. At each AGM, all of the management committee members appointed under clause 56 shall retire from office - but shall then be eligible for re-appointment by the management committee (after the AGM) under that clause.

**Termination of office**

1. A member of the management committee will automatically cease to hold office if:
   1. they become disqualified from being a charity trustee under the Scottish Charities Act (even if the Association is not a charity at the time);
   2. they become incapable for medical reasons of carrying out their duties as a member of the management committee - but only if that has continued (or is expected to continue) for a period of more than six months;
   3. (in the case of a management committee member elected/appointed under clauses 52 to 55, or any of the initial management committee members) they cease to be a member of the Association;
   4. they give the Association a notice of resignation (either in writing or by email);
   5. they are absent (without good reason, in the opinion of the management committee) from more than three consecutive meetings of the management committee – but only if the management committee resolve to remove them from office;
   6. they are removed from office by resolution of the management committee on the grounds that they are considered to have committed a serious breach of the code of conduct for management committee members;
   7. (if the Association is a charity at the time) they are removed from office by resolution of the management committee on the grounds that they are considered to have been in serious or persistent breach of their duties under section 66(1) or (2) of the Scottish Charities Act; or
   8. they are removed from office by a resolution of the members passed at a general meeting.
2. A resolution under paragraph (f), (g) or (h) of clause 58 shall be valid only if:
   1. the management committee member concerned is given reasonable prior written notice (in writing or by email) of the grounds upon which the resolution for their removal is to be proposed;
   2. the management committee member concerned is given the opportunity to address the meeting at which the resolution is proposed, prior to the resolution being put to the vote; and
   3. (in the case of a resolution under paragraph (f) or (g)) at least two thirds (to the nearest round number) of the management committee members then in office vote in favour of the resolution; and
   4. (in the case of a resolution under paragraph (h)) at least two thirds (to the nearest round number) of the votes cast in relation to the resolution were in favour of the resolution.

**Register of management committee members**

1. The management committee must keep 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.
2. If any person requests a copy of the register of management committee members, the management committee must ensure that a copy is supplied to them within 28 days, providing the request is reasonable; if the request is made by a person who is not a management committee member, the management committee may provide a copy which has the addresses blanked out - if the Association is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.

**Office-bearers**

1. The management committee members must elect (from among themselves) a chair, a treasurer and a secretary.
2. In addition to the office-bearers required under clause 62, the management committee members may elect (from among themselves) further office bearers if they consider that appropriate.
3. All of the office bearers will cease to hold office at the conclusion of each AGM, but may then be re-elected by the management committee (after the AGM) under clause 62 or 63.
4. A person elected to any office will automatically cease to hold that office:
   1. if they cease to be a member of the management committee; or
   2. if they give to the Association a notice of resignation from that office (either in writing or by email).

**Powers of management committee**

1. Except where this constitution states otherwise:
   1. the Association (and its assets and undertaking) will be managed by the management committee; and
   2. the management committee may exercise all the powers of the Association.
2. A meeting of the management committee at which a quorum is present may exercise all powers exercisable by the management committee.
3. The members may, by way of a resolution passed in compliance with clause 40 (requirement for two thirds majority), direct the management committee to take any particular step or direct the management committee not to take any particular step; and the management committee shall give effect to any such direction accordingly.

**Management committee members - general duties**

1. Each of the management committee members has a duty, in exercising functions as a management committee member, to act in the interests of the Association; and, in particular, must:
   1. seek, in good faith, to ensure that the Association acts in a manner which is in accordance with its purposes;
   2. act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
   3. in circumstances giving rise to the possibility of a conflict of interest between the Association and any other party:
      1. put the interests of the Association before that of the other party; or
      2. where any other duty prevents them from doing so, disclose the conflicting interest to the Association and refrain from participating in any deliberation or decision of the other management committee members with regard to the matter in question;
   4. (if the Association is a charity at the time) ensure that the Association complies with any direction, requirement, notice or duty imposed under or by virtue of the Scottish Charities Act.
2. In addition to the duties outlined in clause 69, all of the management committee members must take such steps as are reasonably practicable for the purpose of ensuring:
   1. that any breach of any of those duties by a management committee member is corrected by the management committee member concerned and not repeated; and
   2. that any management committee member who has been in serious or persistent breach of those duties is removed as a management committee member.

**Conflicts of interest involving management committee members - general**

1. The management committee must use every effort to ensure that conflicts of interest involving management committee members (including those which relate to individuals or bodies connected with management committee members) are identified at the earliest opportunity and appropriately managed; the following provisions of this constitution are of particular relevance:
   1. clauses 72 and 75 require management committee members to declare any personal interest which they may have in any transaction or other arrangement with the Association;
   2. clause 91 prohibits a management committee member with a personal interest in a proposed arrangement from voting on the question of whether the Association should enter into that arrangement;
   3. clause 74 (reflecting similar provisions contained in the Scottish Charities Act) sets out restrictions and conditions for any arrangement under which remuneration would be paid to a management committee member (or where the management committee member might benefit from remuneration paid to a connected party).
2. In addition to complying with the provisions referred to in clause 71:
   1. the management committee must maintain a register of management committee members' interests;
   2. the chairperson of each management committee meeting must invite declarations of interest, shortly after the start of the meeting;
   3. the minutes of each management committee meeting must record any conflicts of interest which have been declared at the meeting and must set out in detail how any such conflicts of interest have been managed.

**Remuneration and expenses**

1. No management committee member may be given any remuneration by the Association for carrying out their duties as a management committee member.
2. Where a management committee member provides services to the Association or might benefit from any remuneration paid to a connected party for such services:
   1. the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
   2. the management committee must be satisfied that it would be in the interests of the Association to enter into the arrangement (taking account of that maximum amount); and
   3. less than half of the management committee members must be receiving remuneration from the Association (or benefit from remuneration of that nature).
3. Provided they have declared their interest - and have not voted on the question of whether or not the Association should enter into the arrangement - a management committee member will not be debarred from entering into an arrangement with the Association in which they have a personal interest where that is not prohibited by clause 73 or 74; and (subject to clause 74 and – if the Association is a charity at the time – subject to the provisions relating to remuneration for services contained in the Scottish Charities Act), they may retain any personal benefit which arises from that arrangement.
4. The Association may also enter into an arrangement with a member who is not a management committee member (or with a person or body connected with a member who is not a management committee member) under which that member (or the connected person or body) receives payment for goods or services provided by them to the Association, but only if:
   1. the terms and conditions (including the amount of the payment(s)) are at least as good (from the Association's point of view) as those which would be expected if the goods or services had been sourced on the open market; and
   2. the management committee members are satisfied, after careful consideration, that the arrangement is in the best interests of the Association;

and the same principles will apply in relation to any arrangement under which a member (or a person or body connected with a member) lets premises to the Association or makes a loan to the Association.

1. The management committee members may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties; this may include expenses relating to their attendance at meetings.

**DECISION-MAKING BY THE MANAGEMENT COMMITTEE MEMBERS**

**Notice of management committee meetings**

1. Any two management committee members, or the chairperson, may call a meeting of the management committee.
2. At least 7 days' notice must be given of each management committee meeting, unless (in the opinion of the persons calling the meeting) there is a degree of urgency which makes that inappropriate.
3. If management committee members are to be permitted to participate in a management committee meeting by way of audio and/or audio-visual link(s), the 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 management committee members who may have difficulties in using a computer or laptop for this purpose) the management committee members' attention should be drawn to the following options:
   1. participating in the meeting via an audio link accessed by phone, using dial-in details (if that forms part of the arrangements);
   2. (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.

**Procedure at management committee meetings**

1. No valid decisions can be taken at a management committee meeting unless a quorum is present; the quorum for management committee meetings is 3 management committee members, present in person.
2. An individual participating in a management committee meeting via an audio or audio-visual link which allows them to hear and contribute to discussions at the meeting will be deemed to be present in person (or, if they are not a management committee member, will be deemed to be in attendance) at the meeting.
3. If at any time the number of management committee members in office falls below the number stated as the quorum in clause , the remaining management committee member(s) will have power to fill the vacancies or call a general meeting - but will not be able to take any other valid decisions.
4. The chair of the Association should act as chairperson of each management committee meeting.
5. If the chair is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the management committee members present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.
6. Every management committee member has one vote, which must be given personally (subject to clause **Error! Reference source not found.**).
7. All decisions at management committee meetings will be made by majority vote.
8. If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.
9. The management committee may if they consider appropriate allow management committee members to participate in 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, and vote orally or by visual indication.
10. The management committee may, at its discretion, allow any person to attend (whether in person or by way of an audio or audio-visual link) and speak at a management committee meeting notwithstanding that they are not a management committee member - but on the basis that they must not participate in decision-making.
11. A management committee member must not vote at a management committee meeting (or at a meeting of a sub-committee) on any resolution which relates to a matter in which they have a personal interest or duty 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.
12. For the purposes of clause :
    1. an interest held by an individual who is “connected” with the management committee member under section 68(2) of the Scottish Charities Act (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that management committee member (even if the Association is not a charity at the time);
    2. a management committee member will be deemed to have a personal interest in relation to a particular matter if a body in relation to which they are an employee, director, member of the management committee, officer or elected representative (or a body in relation to which they are a major shareholder or have some other significant financial interest) has an interest in that matter.

**Management committee resolutions agreed in writing or by email**

1. A resolution agreed to in writing (or by email) by a majority of the management committee members then in office shall be as valid as if duly passed at a management committee meeting provided a copy of the resolution was circulated to all of the management committee members.

**Minutes**

1. The management committee must ensure that proper minutes are kept in relation to all management committee meetings and meetings of sub-committees; and that a proper record is kept of all resolutions agreed to (in writing or by email) by the management committee members under clause 93.
2. The minutes to be kept under clause 94 must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.
3. The records of resolutions kept under clause 94 must include the names of those management committee members who agreed to the resolution (as well as the names of any management committee members who stated that they disagreed with the resolution); and should be signed by the chair of the Association.
4. The management committee shall (subject to clause 98) make available copies of the minutes and records of resolutions referred to in clause 94 to any member requesting them.
5. The management committee may exclude from any copy minutes, or records of resolutions, made available to a member under clause 97 any material which the management committee considers ought properly to be kept confidential - on the grounds that allowing access to such material could cause significant prejudice to the interests of the Association or on the basis that the material contains reference to employee or other matters which it would be inappropriate to divulge.

**ADMINISTRATION**

**Delegation to sub-committees**

1. The management committee may delegate any of their powers to sub-committees; a sub-committee must include at least one management committee member, but other members of a sub-committee need not be management committee members.
2. The management committee 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.
3. When delegating powers under clause 99 or 100, the management committee must set out appropriate conditions (which must include an obligation to report regularly to the management committee).
4. Any delegation of powers under clause 99 or may be revoked or altered by the management committee at any time.
5. The rules of procedure for each sub-committee, and the provisions relating to membership of each sub-committee, shall be set by the management committee.

**Operation of accounts**

1. The management committee should ensure that the systems of financial control adopted by the Association in relation to the operation of the Association’s bank accounts (including online banking) reflect the recommendations made from time to time by the Association's auditors (or independent examiners) or other external accountants.

**Accounting records and annual accounts**

1. The management committee must ensure that proper accounting records are kept, in accordance with all applicable statutory requirements.
2. The management committee must prepare annual accounts, complying with all relevant statutory requirements; and
   1. if an audit is required under any statutory provisions (or if the management committee consider that an audit would be appropriate for some other reason), the management committee should ensure that an audit of the accounts is carried out by a qualified auditor;
   2. if an audit is not carried out, the management committee must ensure that an independent examination of the accounts is carried out by a suitable independent examiner.

**MISCELLANEOUS**

**Dissolution**

1. The members may, by way of a resolution passed in compliance with clause 40 (requirement for two thirds majority), resolve that the Association be dissolved.
2. If a resolution to dissolve the Association is passed under clause 107, 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 some other body or bodies having purposes similar to those of the Association.
3. The identity of the body or bodies to which assets are transferred under clause 108 shall be determined by the members of the Association at, or prior to, the time of dissolution.
4. For the avoidance of doubt, no part of the income or property of the Association shall (otherwise than in pursuance of the Association’s 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**

1. This constitution may (subject to clause 112) be altered by resolution of the members passed at a general meeting (subject to achieving the two thirds majority referred to in clause 40) or by way of a resolution of the members agreed in writing or by email.
2. The Scottish Charities Act prohibits charities from taking certain steps (eg change of name, an alteration to the purposes, amalgamation, winding-up) without the consent of the Office of the Scottish Charity Regulator (OSCR); if the Association is a charity at the time, it must obtain OSCR’s consent accordingly, before taking the relevant step.

**Interpretation**

1. References in this constitution to the Scottish Charities Act should be taken to include:
   1. any statutory provision which adds to, modifies or replaces that Act; and
   2. any statutory instrument issued in pursuance of that Act or in pursuance of any statutory provision falling under paragraph (a) above.
2. In this constitution:
   1. "Scottish Charities Act" means (subject to clause 113) the Charities and Trustee Investment (Scotland) Act 2005;
   2. "charity" means a body which is entered in the Scottish charity register;
   3. "charitable purpose" means a charitable purpose under section 7 of the Scottish Charities Act which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

**Initial members of the management committee**

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

This constitution was adopted on **2nd November 2024**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Address** | **Signature** | **Office** |
| Jen Brooks | 1/2, 33 Falkland Street Glasgow G12 9QZ |  | Management Committee |
| Tony Green | 3/2, 46 Grandtully Drive Glasgow G12 0DS |  | Chair |
| Margaret Ogilvy | 15 Hughenden Lane Glasgow G12 9XU |  | Management Committee |
| Alan Sellar | 0/2, 40 Queensborough Gdn Glasgow G12 9QS |  | Treasurer |
| Marco Stevenson | Nostrana, 72 Hyndland Rd Glasgow G12 9UT |  | Management Committee |