CONSTITUTION

OF

LOW PORT OUT OF SCHOOL CLUB SCIO

Adopted on the creation of a

Scottish Charitable Incorporated Organisation

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PART I

DEFINITIONS, GENERAL AND PURPOSES

1 Definitions and Interpretation

In the constitution, unless the context requires otherwise:-

1.1 **"2005 Act"** means the Charities and Trustee Investment (Scotland) Act 2005;

1.2 **Annual General Meeting"** is the Members' Meeting referred to in clause 27.1;

1.3 **"Board"** has the meaning given in clause 5;

1.4 **"Chair of the SCIO"** has the meaning given in clause 10.4;

1.5 **"Chair of the meeting"** has the meaning given in clauses 18 and 28 respectively;

1.6 **"Charitable"** means charitable for the purposes of the Taxes Acts and also the 2005 Act;

1.7 **"Charity Trustee"** means a charity trustee (as defined in the 2005 Act) of the SCIO, and includes any person occupying the position of charity trustee, by whatever name called;

1.8 **"Constitution"** means the SCIO's constitution;

1.9 **"Full Member"** has the meaning given to it in clause 23;

1.10 **"Members"** is a collective term for Full Members and Supporter Members, and any other types of member as the Charity Trustees shall determine in accordance with clause 23.2;

1.11 **"Scottish Charitable Incorporated Organisation"** has the meaning given in section 49 of the 2005 Act;

1.12 **"The SCIO"** means Low Port Out of School Club SCIO, a registered Scottish charity;

1.13 **"Supporter Member"** has the meaning given to it in clause 23;

1.14 **"The SCIO Regulations"** means The Scottish Charitable Incorporated Organisations Regulations 2011 and The Scottish Charitable Incorporated Organisations (Removal from Register and Dissolution) Regulations 2011;

1.15 document includes, unless otherwise specified, any document sent or supplied in electronic form;

1.16 writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

1.17 words or expressions importing the singular number only shall include the plural number and vice versa;

1.18 words or expressions importing the masculine gender only shall include the feminine gender and vice versa;

1.19 words or expressions importing persons shall include partnerships, companies and unincorporated associations;

1.20 any reference to legislation or a statute shall include any statutory modification or re-enactment thereof for the time being in force; and

1.21 other words or expressions shall have the meanings given in the Interpretation Act 1978 (by the provisions of that Act regarding interpretation and construction), but if any such meaning conflicts with the constitution, the constitution will prevail.

2 Type of legal entity

The SCIO will, upon registration, be a Scottish Charitable Incorporated Organisation.

3 Principal office

The principal office of the SCIO will be in Scotland (and must remain in Scotland).

4 Name

The name of the SCIO is Low Port Out of School Club SCIO.

5 General structure

5.1 The SCIO shall have a two tier structure of Charity Trustees and Full Members. The legal structure of the SCIO consists of:-

5.1.1 the Charity Trustees – who hold regular meetings, communicate with each other regularly and generally control and manage the activities of the SCIO. The Charity Trustees are referred to collectively as the "Board"; and

5.1.2 the Full Members – who have the right to attend Full Members' meetings (including Annual General Meetings) and vote on certain matters.

5.2 The Charity Trustees may, if they wish, grant supporter membership. Supporter Members are not "members" for the purposes of the 2005 Act and the SCIO Regulations.

6 Powers

The SCIO has the full range of powers available to a Scottish Charitable Incorporated Organisation in terms of section 50(5) of the 2005 Act (this is to say the power to do anything which is calculated to further the purposes of the SCIO or is conductive or incidental to doing so), subject to clauses 7, 9 and 11 together with the powers set out in clause 13 of the Constitution.

7 **Purposes**

7.1 The SCIO will, in such manner as the Charity Trustees consider appropriate, promote, advance and further its charitable purposes by:

7.1.1 promoting and supporting the care and education of young children (ordinarily up to the age of 14 with ages and/or school years being reviewed by the Charity Trustees from time to time) attending school in the Linlithgow area, who need out of school care during (and outwith) term time; and

7.1.2 providing facilities for recreation with a view to supporting the care, education and learning of/by those children.

7.2 For the purposes of the 2005 Act the following charitable purposes are (i) particularly relevant and (ii) are the charitable purposes identified as applicable from section 7 of the 2005 Act:-

7.2.1 the advancement of education; and

7.2.2 the relief of those in need by reason of age (young children).

7.3 For the purposes of the Taxes Acts the provisions set out in clauses 7.1 and 7.2 shall be read together to ensure the charitable purposes of the SCIO are compliant with the Taxes Acts.

8 Liability of Charity Trustees and Full Members

8.1 In terms of section 49(4) of the 2005 Act or otherwise, the Charity Trustees and Full Members have no liability to pay any sums to help to meet the debts (or other liabilities) of the SCIO if it is dissolved.

8.2 Clause 8.1 does not apply to any personal liabilities they might incur if they are in breach of any legal duties under the 2005 Act.

9 Limitation on private benefits

9.1 The income and property of the SCIO shall be applied solely towards the promotion of its purposes as set forth in the Constitution.

9.2 Subject to clause 9.3, no part of the income and property of the SCIO shall be paid or transferred, directly or indirectly, by way of benefit to its Members or Charity Trustees.

9.3 Nothing herein shall prevent any payment in good faith by the SCIO:-

9.3.1 of a reasonable and proper remuneration in accordance with sections 67 and 68 of the 2005 Act (i.e. that no more than 49% of Charity Trustees may be remunerated) and any amendment or alteration thereto;

9.3.2 of interest on money lent by any Member or Charity Trustee at a reasonable and proper rate per annum and not exceeding the base lending rate for the time being of the SCIO's bankers; or reasonable and proper rent for premises let by any Member or Charity Trustee to the SCIO; and

9.3.3 to any Charity Trustee of reasonably and properly incurred out-of-pocket expenses.

PART 2

CHARITY TRUSTEES

10 General

10.1 The affairs of the SCIO shall be managed by the Charity Trustees. Charity Trustees are appointed in terms of clauses 10.3 and 21 of this Constitution.

10.2 The minimum number of Charity Trustees is five (which shall include a Chair of the SCIO, if applicable). The number of Charity Trustees may be altered by a resolution of the Full Members.

10.3 The Charity Trustees shall initially consist of the individuals who signed the trustee declaration forms which accompanied the application for incorporation of the SCIO.

10.4 If appropriate, a chair shall be appointed from amongst the individuals who signed the trustee declaration forms who, effective from the date of incorporation of the SCIO, shall act as the Chair of the SCIO.

10.5 If appropriate, any subsequent chair shall be appointed from amongst the Charity Trustees then in office.

11 Charitable declaration and conflict of interest

11.1 It is declared that the assets of the SCIO shall only be applied for charitable purposes and the Charity Trustees shall:-

11.1.1 act in accordance with the 2005 Act; and

11.1.2 do nothing to prevent the SCIO qualifying and continuing to qualify as charitable.

11.2 Without prejudice to the foregoing, each of the Charity Trustees shall, in exercising their powers and duties as a Charity Trustee, act in the interests of the SCIO. In doing so:-

11.2.1 the Charity Trustees must seek, in good faith, to ensure that the Charity Trustees act in a manner which is in accordance with the purposes of the SCIO and act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person; and

11.2.2 in circumstances giving rise to the possibility of a conflict of interest between the SCIO and any other party, each Charity Trustee:-

11.2.2.1 must put the interests of the SCIO before those of the other party; or

11.2.2.2 where any other duty or interest prevents him / her from doing so, that Charity Trustee must disclose the conflicting duty or interest to their

fellow Charity Trustees and refrain from participating in any discussions or decisions with regard to the matter in question.

11.3 All of the Charity Trustees must take such steps as are reasonably practicable for the purpose of ensuring:-

11.3.1 that any breach of any duties under the 2005 Act by a Charity Trustee is corrected by the Charity Trustee concerned and not repeated; and

11.3.2 that action is commenced in accordance with clause 22 to remove any Charity Trustee who has been in serious and persistent breach of duties under the 2005 Act.

11.4 Each of the Charity Trustees must ensure that (a) they comply, and (b) the SCIO complies, with any direction, requirement or notice imposed in terms of the 2005 Act.

POWERS AND RESPONSIBILITIES

12 Charity Trustees' general authority

12.1 Subject to the Constitution, the Charity Trustees are responsible for the management and control of the SCIO's activities to further its Charitable Purposes, for which purpose they may exercise all the powers of the SCIO.

12.2 All powers and actions by the Charity Trustees shall be restricted by and subject to clauses 7, 9 and 11.

13 Powers

Notwithstanding the terms of section 50(5) of the 2005 Act the SCIO will have the following specific powers to promote the SCIO's purposes (but not for any other purpose):-

13.1 accept and use funds to settle the costs of the establishment of the SCIO;

13.2 accept subscriptions, fees, payments grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the purposes of the SCIO and take such steps (by way of personal or written appeals, public meetings or otherwise, including for the avoidance of doubt the appointment of professional fundraisers or employment of an individual to undertake such activities) as may be deemed expedient for procuring contributions to the funds of the SCIO, whether by way of subscriptions, fees, payments, grants, loans, donations or otherwise including the provisions of services and selling of goods and other products produced or acquired in connection with or ancillary to the purposes of the SCIO (such subscriptions, fees, payments etc set having regard to section 8(2)(b) of the 2005 Act);

13.3 establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as charity trustees or agents for or manage or lend money or other assistance to any person,

company, association, society, institution or other body, corporate or unincorporated bodies (wherever established in the world), established for charitable purposes only, or having primary purposes wholly or partly similar to those of the SCIO, or non-charitable entities in such manner which is consistent with the furthering of the SCIO's charitable purposes or for the purpose of promoting the primary purposes of the SCIO to co-operate with manufacturers, dealers, and other traders and organisations, and with the press and other sources of publicity;

13.4 undertake, execute, establish, promote, or assist any charitable trusts, companies or others with charitable purposes all of any of which are similar to the purposes of the SCIO for the purpose of acquiring all or any of the property, rights and liabilities of or for the purpose of carrying on any activity which the SCIO is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit in the furtherance of its purposes;

13.5 establish or promote companies and other bodies (whether or not charitable or with charitable purposes) insofar as such action is consistent with the SCIO's purposes;

13.6 print, publish and distribute or procure to be printed, published or distributed (whether gratuitously or not) any newspaper, newsletter, periodical, magazine, book, pamphlet, circular, leaflet or other publication including audio and visual recordings and internet based communication which the SCIO may consider desirable for the promotion of its purposes;

13.7 hold, sponsor, arrange or organise meetings, conferences, lectures, seminars, film shows, appeals and educational classes and talks in furtherance of the purposes of the SCIO;

13.8 organise, manage, present, produce and support exhibitions, workshops, press conferences, trade fairs, festivals, advertising campaigns, promotions, displays and assist and advise any person, corporation or organisation in relation thereto;

13.9 advertise the SCIO, its purposes and activities whether through radio, television or other similar media or through printed advertisement, poster, periodical, article, feature, internet based communication or otherwise in writing;

13.10 purchase, take on lease or in exchange, hire or otherwise acquire and hold, sell, lease or otherwise dispose of any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the purposes of the SCIO and construct, maintain and alter any buildings or erections necessary or convenient for the work of the SCIO;

13.11 purchase or otherwise acquire plant, machinery, furniture, fixtures, fittings, equipment and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the purposes of the SCIO;

13.12 take any gift of property, whether subject to any trust or not, for any one or more of the purposes of the SCIO;

13.13 subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the SCIO as may be expedient in the promotion of its purposes;

13.14 insure the SCIO, its property and assets against such risks as the Charity Trustees shall consider it prudent and necessary to insure against;

13.15 retain or employ staff, professional or technical advisers in connection with the purposes of the SCIO and pay reasonable and proper salaries, wages and fees for their services;

13.16 establish and support pension and superannuation schemes for the benefit of persons employed by the SCIO, and make reasonable and necessary provision for payment of pensions, life assurances and / or superannuation and grant pensions or retiring allowances to persons who have been employed by the SCIO or to their dependents;

13.17 purchase and maintain insurance (including charity trustee indemnity insurance for the purposes of section 68A of the 2005 Act) for or for the benefit of any persons who are or were at any time trustees, Charity Trustees, officers or employees of the SCIO or who are or were at any time trustees of any pension or retirement benefit scheme for the benefit of any employees or ex-employees of the SCIO including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise of their powers or otherwise in connection with their duties, powers or offices in relation to the SCIO or pension or retirement benefit scheme;

13.18 enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies or pensions that may seem conductive to the attainment of the SCIO's purposes of any of them;

13.19 act as agents in the channelling of funds, grants and any other monies available from any source;

13.20 subject to such consents as may be required by law, borrow or raise money for the purposes of the SCIO on such terms and on such security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise;

13.21 guarantee and / or give security (either by way of mortgage or charge on all or any part of the property of the SCIO or otherwise);

13.22 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate banking accounts (including online, telephone and other forms of account);

13.23 make any charitable donation either in cash or assets in furtherance of the primary purposes of the SCIO;

13.24 to hold and invest (including by way of discretionary fund management) the SCIO property in any form of investment (whether involving liability or not and whether or not authorised by law for the investment of trust monies) which the Charity Trustees could make if they were absolutely and beneficially entitled to the SCIO property. In doing so, the Charity Trustees shall act in accordance with Part 3 of the 2005 Act as if they were Charity Trustees in terms of Part 3 of the 2005 Act and as a minimum:-

13.24.1 before exercising any power of investment, the Charity Trustees shall:-

13.24.1.1 have regard to the suitability to the SCIO of the proposed investment;

13.24.1.2 have regard to the need for diversification of investments of the trust, in so far as is appropriate to the circumstances of the SCIO;

13.24.1.3 before exercising that power of investment, obtain and consider proper advice about the way in which the power should be exercised; and

13.24.1.4 when reviewing the investments of the trust, obtain and consider proper advice about whether the investments should be varied.

13.24.2 In particular but without limitation, the Charity Trustees may invest all or any part of the SCIO property:-

13.24.2.1 in stocks, shares, debenture stocks or other investments (whether quoted on a stock exchange or not);

13.24.2.2 in any interest in land or property and / or in the development or redevelopment of land or property; and

13.24.2.3 by placing the same on deposit or current account with any bank, insurance company, building society, finance company or local authority at such rate of interest (if any) and upon such terms as the Charity Trustees may think fit;

13.25 lend any such monies to any other companies (charitable or otherwise), institutions, societies, foundations or associations for the said purposes having objects altogether or in part similar to or compatible with those of the SCIO or to any individuals or firms for any purpose similar to such objects and that on such terms as to security or otherwise as the SCIO thinks fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

13.26 purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the charitable associations, foundations, institutions, companies, societies or bodies with which the SCIO is authorised to co-operate or federate;

13.27 pay out of the funds of the SCIO the costs, charges and expenses of and incidental to the formation and registration of the SCIO;

13.28 do all such other things as are necessary or incidental to the attainment of the purposes of the SCIO or any of them; and

13.29 undertake any activity which directly or indirectly promotes any of the purposes of the SCIO.

14 Charity Trustees may delegate and outsource tasks

14.1 Subject to the Constitution, the Charity Trustees may delegate and outsource to such person, committee or sub-committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories and on such terms and conditions as they think fit.

14.2 The Charity Trustees may revoke any delegation or outsourcing in whole or part, or alter its terms and conditions.

14.3 When delegating or outsourcing powers under clause 14, the Charity Trustees must set out appropriate conditions (which must include an obligation to report regularly to the Charity Trustees).

14.4 Any delegation of powers under clause 14may be revoked or altered by the Charity Trustees at any time.

14.5 Notwithstanding the power to delegate or outsource, the overall governance and legal responsibility rests with the Charity Trustees.

15 Sub-committees

15.1 The Charity Trustees may delegate any of their powers to sub-committees. A sub-committee will include at least one Charity Trustee. Other members of a sub-committee need not be Charity Trustees, but should display appropriate skill, knowledge or experience as is required to promote, advance and further the SCIO's charitable purposes.

15.2 The rules of procedure for each sub-committee, and the provisions relating to membership of each sub-committee, shall be set by the Board.

15.3 The Charity Trustees may establish sub-committees covering issues such as care, financial and such other sub-committees as the Charity Trustees consider appropriate.

16 Office bearers

16.1 The Charity Trustees may elect (from among themselves and in terms consistent with clause 18) office-bearers (including the Chair of the SCIO), if they consider that appropriate.

16.2 All of the office-bearers will cease to hold office with effect from the end of each Annual General Meeting, but may then be re-elected (in terms of clause 16.1).

CHARITY TRUSTEES' MEETINGS AND DECISION MAKING

17 Calling a Charity Trustees' meeting

17.1 At least 7 days' notice must be given by the Chair of the SCIO or by two Charity Trustees of each Charity Trustees' meeting (so as to comply with regulation 8 of the SCIO Regulations), unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate.

17.2 Notice of a Charity Trustees' meeting must be given to each Charity Trustee, but need not be in writing.

17.3 Notice of a Charity Trustees' meeting need not be given to Charity Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the SCIO not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

18 Decision-making by Charity Trustees

18.1 No valid decisions (other than the appointing of a chair in terms of clause 18.4) can be taken at a Charity Trustees' meeting unless a quorum is present; the quorum for Charity Trustees' meetings is one-half (rounded up to the nearest whole number) plus one of the Charity Trustees.

18.2 If at any time the number of Charity Trustees falls below the number stated as the quorum in clause 18.1, the remaining Charity Trustee(s) will have power to fill the vacancies, but will not be able to take any other valid decisions.

18.3 The Chair of the SCIO shall chair the meeting if present and willing to do so.

18.4 If the Chair of the SCIO is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chair), the Charity Trustees present at the meeting must elect (from among themselves) the person who will act as chair of that meeting ("Chair of the meeting").

18.5 Every Charity Trustee has one vote, which must be given personally. A Charity Trustee may participate in a meeting by means of telephone or similar conference communications equipment whereby all the Charity Trustees participating in the meeting can communicate with each other and the Charity Trustees participating in a meeting in this manner shall be deemed to be present in person at such meeting. For the avoidance of doubt a decision (in terms of clause 18.6) can be constituted by, for example, an exchange of emails. No proxies or alternative Charity Trustees may vote on behalf of a Charity Trustee at a Charity Trustees' Meeting.

18.6 Except where the Constitution or the 2005 Act states that a higher threshold should apply, all decisions at Board meetings will be made by majority vote.

18.7 If there are an equal number of votes for and against any resolution, the Chair of the meeting will be entitled to a second (casting) vote.

18.8 The Charity Trustees may, at their discretion, allow any person to attend and speak at a Charity Trustees' meeting notwithstanding that that person is not a Charity Trustee, but on the basis that that person must not participate in decision-making.

18.9 The Charity Trustees must ensure that proper minutes are kept in relation to all Charity Trustees' meetings, members' meetings and meetings of sub-committees.

18.10 All minutes of meetings must include the names of those present, and (so far as possible) should be signed by the Chair of the meeting.

19 Participation in Charity Trustees' meeting

19.1 Subject to the Constitution, Charity Trustees participate in a Charity Trustees' meeting, or part of a Charity Trustees' meeting, when:-

19.1.1 the meeting has been called and takes place in accordance with the Constitution; and

19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

19.2 In determining whether or not Charity Trustees are participating in a Charity Trustees' meeting, it is irrelevant where any Charity Trustee is or how they communicate with each other, subject to clause 18.5.

19.3 If all the Charity Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any one of them is.

20 Charity Trustees' Discretion to make further rules

Subject to the Constitution, the Charity Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Charity Trustees.

APPOINTMENT AND REMOVAL OF CHARITY TRUSTEES

21 Methods of appointing Charity Trustees

21.1 At each Annual General Meeting, the Full Members may elect any person as a Charity Trustee, providing he/she is willing so to act.

21.2 At each Annual General Meeting all of the Charity Trustees shall retire from office.

21.3 A Charity Trustee who retires from office under clause 21.2 shall be eligible for re-appointment under clause 21.1 (up to a maximum of three consecutive re-appointments).

21.4 A Charity Trustee retiring at an Annual General Meeting will be deemed to have been re-elected unless:-

21.4.1 he/she advises the board prior to the conclusion of the Annual General Meeting that he/she does not wish to be re-appointed as a Charity Trustee; or

21.4.2 an election process (in a format as determined by the Full Members) was held at the Annual General Meeting and he/she was not among those elected/re-elected through that process; or

21.4.3 a resolution for the re-election of that Charity Trustee was put to the Annual General Meeting and was not carried.

21.5 In the event of a vacancy(ies) occurring between two Annual General Meetings, the Charity Trustees may at any time appoint a person(s) to be a Charity Trustee to fill a vacancy(ies) (to fill up to a maximum of three vacancies after which point the Full Members shall hold a Full Members' Meeting to elect new Charity Trustees as if an Annual General Meeting). Such Charity Trustees shall vacate office at the Annual General Meeting subsequent to their appointment.

21.6 The Charity Trustees shall endeavour to recruit to the Board individuals with appropriate and relevant experience and skills.

21.7 In any case where, as a result of death, the SCIO has no Charity Trustees, the personal representatives of the last Charity Trustee to have died have the right, by notice in writing, to appoint a person(s) to be a Charity Trustee(s).

21.8 For the purposes of clause 21.6, where two or more Charity Trustees die in circumstances rendering it uncertain who was the last to die, the younger Charity Trustee is deemed to have survived the older Charity Trustee.

22 Termination of appointment as a Charity Trustee

22.1 A person ceases to be a Charity Trustee as soon as:-

22.1.1 that person is prohibited by law from being a charity trustee within the meaning of the 2005 Act, a director within the meaning of the Companies Act 2006 or ceases to be a fit and proper person for the purposes of the Taxes Acts;

22.1.2 that person becomes bankrupt;

22.1.3 a sequestration order is made against that person;

22.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;

22.1.5 a registered medical practitioner who is treating that person gives a written opinion to the SCIO stating that that person has become physically or mentally incapable of acting as a Charity Trustee and may remain so for more than three months;

22.1.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

22.1.7 notification is received by the SCIO from the Charity Trustee that the Charity Trustee is resigning from office, and such resignation has taken effect in accordance with its terms;

22.1.8 that person's membership is terminated in accordance with clause 26.4;

22.1.9 is absent (without the permission of the Board) from more than three consecutive meetings of the Board, but may remain as a Charity Trustee only if the Board resolves to retain that person (by way of resolution passed by majority vote at a Charity Trustees' meeting); or

22.1.10 that person is removed from office by resolution of the Full Members 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 2005 Act.

22.1.11 A resolution under clause 22.1.10 shall be valid only if:-

22.1.11.1 the Charity Trustee who is the subject of the resolution is given reasonable prior written notice by the Full Members of the grounds upon which the resolution for their removal is to be proposed;

22.1.11.2 the Charity Trustee concerned is given the opportunity to address the Full Members' meeting at which the resolution is proposed, prior to the resolution being put to the vote; and

22.1.11.3 at least two thirds (to the nearest round number) of the Full Members (excluding for this purpose the Charity Trustee who is the subject matter of the resolution) vote in favour of the resolution.

PART 3

MEMBERS ONLY

BECOMING AND CEASING TO BE A MEMBER

23 Eligibility for SCIO membership

23.1 Membership of the SCIO is open to any person (legal or natural) who / which, in the view of the Charity Trustees, demonstrate(s) a genuine commitment to further the purposes of the SCIO.

23.2 The Charity Trustees shall have the power to create different categories of membership with different rights attaching thereto. Initially, there shall be two categories of membership:-

23.2.1 "Full Member"; and

23.2.2 "Supporter Member".

23.3 Full Members shall have all rights afforded to Full Members in this Constitution, and to "members" under the 2005 Act and the SCIO Regulations.

23.4 Supporter Members shall have such rights as the Charity Trustees shall determine from time-to-time and are not "members" in terms of the 2005 Act and the SCIO regulations.

24 Applications for Membership

24.1 Apart from those persons who signed trustee declaration forms per clause 10.3 (who shall be deemed to be Full Members) no person shall become a Full Member of the SCIO unless:-

24.1.1 that person has completed an application for membership in a form approved by the Charity Trustees; and

24.1.2 the Charity Trustees have approved the application; and

24.1.3 that person has paid the appropriate subscription charge, if any.

24.2 No person shall become (or remain) a Supporter Member unless they comply with Part 3 of the Constitution.

25 Subscriptions etc

25.1 Without prejudice to the generality of clauses 6 and 13, the SCIO shall have the power to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the purposes of the SCIO and take such steps (by way of personal or written appeals, public meetings or otherwise, including for the avoidance of doubt the appointment of professional fundraisers) as may be deemed expedient for procuring contributions

to the funds of the SCIO, whether by way of subscriptions (set having regard to section 8(2)(b) of the 2005 Act), grants, loans, donations or otherwise.

26 Termination of membership

26.1 A Member may withdraw from membership of the SCIO by giving 7 days' notice to the SCIO in writing.

26.2 Membership is not transferable.

26.3 A person's membership terminates when that person dies or becomes bankrupt or compounds with their creditors or their estate is sequestrated.

26.4 A Member shall cease to be a Member of the SCIO if, at a Charity Trustees' meeting at which a majority of the Charity Trustees are present, a resolution is passed resolving that the Member be expelled on the ground that their continued membership is harmful to, or is likely to become harmful to, the interests of the SCIO.

26.5 A resolution under clause 26.4 shall be valid only if:-

26.5.1 the Member has been given reasonable written notice that the resolution is to be proposed (specifying the circumstances alleged to justify expulsion); and

26.5.2 the Member has been afforded a reasonable opportunity of being heard by, or of making written representations, to the Charity Trustees.

26.6 A Member expelled by such a resolution shall nevertheless remain liable to pay to the SCIO any sum owned by that Member.

26.7 An expelled Member may reapply to be a Member.

ORGANISATION OF FULL MEMBERS' MEETINGS

27 Organising a Full Members' Meeting

27.1 The Charity Trustees must arrange at least one meeting of Full Members (a "Full Members' Meeting") in each financial year of the SCIO. That one meeting or one designed Full Members' Meeting is the "Annual General Meeting".

27.2 The Charity Trustees must convene within 21 days a Full Members' Meeting if there is a demand by not less than ten Full Members or ten per cent of the Full Membership, whichever is the larger.

27.3 The gap between one Full Members' Meeting and the next must not be longer than 15 months.

27.4 Notwithstanding clause 27.1, a Full Members' Meeting does not need to be held during the calendar year in which the SCIO is formed; but the first Full Members' Meeting must still be held within 15 months of the date on which the SCIO is formed.

27.5 At least 21 days' notice must be given of each Full Members' Meeting.

27.6 Notice of a Full Members' Meeting must be given to each Member, but need not be in writing.

27.7 Notice of a members' meeting need not be given to Full Members who waive their entitlement to notice of that meeting, by giving notice to that effect to the SCIO not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

28 Business at a Full Members' Meeting

28.1 The Chair of the SCIO shall chair the Full Members' Meeting if present and willing to do so.

28.2 If the Chair of the SCIO is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chair), the Charity Trustees present at the meeting must elect (from among themselves) the person who will act as chair of that meeting ("Chair of the meeting").

28.3 The business of each Full Members' Meeting must include:-

28.3.1 a report by the Chair of the meeting on the activities of the SCIO; and

28.3.2 at the Annual General Meeting will also include:-

28.3.2.1 consideration of the annual accounts of the SCIO;

28.3.2.2 the election / re-election of Charity Trustees.

28.4 No valid decisions (other than the appointing of a Chair of the meeting in terms of clause 28.2) can be taken at a Full Members' Meeting unless a quorum is present; the quorum for Full Members' Meetings is one-third (rounded up to the nearest whole number) of the Full Members. Those voting by a proxy in terms of clause 28.5 shall counted towards those being present for quorum purposes.

28.5 Every Full Member has one vote which may be given personally (whether on a show of hands or on secret ballot) by a proxy for a Full Member. No other Member is entitled to vote.

28.5.1 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 Chair of the Meeting whose decision shall be final and conclusive.

28.5.2 A Member who wishes to appoint a proxy to vote on his/her behalf at any Full Members' Meeting:-

28.5.2.1 must give to the SCIO a proxy form (in such terms as the board requires), signed by him/her; or

28.5.2.2 must send by electronic means to the SCIO at the email address notified to the Full Members for that purpose, a proxy form (in such terms as the board requires)

providing (in either case) the proxy form is received by the SCIO at the relevant address not less than 48 hours before the time for holding the Full Members' Meeting.

28.5.3 An instrument of proxy which does not comply with the provisions of clause 28.5.2, or which is not lodged or given in accordance with such provisions, shall be invalid.

28.5.4 A Full Member shall not be entitled to appoint more than one proxy to attend on the same occasion.

28.5.5 Subject to clause 28.5.6, in relation to each resolution proposed at a Full Members' Meeting, an individual shall not be entitled to cast more than one vote on a resolution or other item of business as a proxy (in addition to any vote to which he/she is entitled personally, if he/she is a Member).

28.5.6 Where members have appointed the Chair of the Meeting to vote as their proxy – and have directed the Chair of the meeting (through wording in the proxy form) on whether he/she should vote on their behalf in favour of, or against, each resolution – the provisions of clause 28.5.5 shall not apply in relation to the Chair of the meeting, in acting as proxy for those Members.

28.5.7 A proxy appointed to attend and vote at any Full Members' Meeting instead of a Member shall have the same right as the Full Member who appointed him/her to speak at the meeting.

28.6 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 Chair of the meeting whose decision shall be final and conclusive.

28.7 Except where the Constitution or the 2005 Act states that a higher threshold should apply, all decisions at Full Members' Meetings will be made by majority vote.

28.8 If there are an equal number of votes for and against any resolution, the Chair of the meeting will be entitled to a second (casting) vote.

28.9 The Charity Trustees must ensure that proper minutes are kept in relation to all Full Members' Meetings.

PART 4

ACCOUNTS, ADMINISTRATIVE, DISSOLUTION AND ALTERATIONS TO THE CONSTITUTION

29 Accounts and independent examination / audit

29.1 Except as provided by law or authorised by the Charity Trustees by a resolution, no person is entitled to inspect any of the SCIO's accounting or other records or documents merely by virtue of being a Member.

29.2 The Charity Trustees shall comply with the provisions of the Charities Accounts (Scotland) Regulations 2006. In implementation of compliance with the Charities Accounts (Scotland) Regulations 2006, an appointed chartered accountant (or firm) or independent examiner shall have access to all papers, books, vouchers, accounts and documents relating to the SCIO.

30 Register of Charity Trustees and Members

30.1 In terms of Regulations 3 and 5 of the SCIO Regulations the Charity Trustees must keep a register of Charity Trustees or Full Members, setting out:-

30.1.1 the full name and address of each person who is or was within the preceding five years a Charity Trustee or Full Member.

30.1.2 the date on which each person became a Charity Trustee or Full Member; and

30.1.3 the date on which any person ceased to be a Charity Trustee or Full Member.

30.2 The Charity Trustees will endeavour and are encouraged to maintain similar records for Supporter Members.

31 Dissolution / winding up

If the SCIO is to be wound up or dissolved or if at any time it appears to the Charity Trustees that the property of the SCIO is of such size that there is no reasonable prospect of the SCIO property or some part of it being required, either as source of income or for payment or application as capital, in any future year or years for the purposes of the SCIO, or it appears to the Charity Trustees that the SCIO cannot continue to serve a useful purpose or that its property could be more suitably and effectively applied, the Charity Trustees may decide that the SCIO property or such part of it, shall be transferred or made over to such charitable institution(s), trust(s), fund(s) or other recipient(s) (in furtherance of the SCIO's purposes) as the Charity Trustees shall decide, subject to the satisfaction of debts and liabilities and to the provisions of clauses 7, 9 and 11. For the avoidance of doubt the Charity Trustees' decision is subject to any requirement(s) under the SCIO Regulations and / or requirement to seek consent under the 2005 Act.

32 Alterations to the Constitution

32.1 In terms of section 63 of the 2005 Act the Constitution may be altered by a resolution passed by the Full Members, providing at least two thirds of the Full Members voted in favour of the resolution.

32.2 Any alteration to the Constitution shall be made in accordance with the requirement of the 2005 Act to obtain consent from and / or notify OSCR.