



Transition Linlithgow Constitution

1 Name

The organisation shall be known as "Transition Linlithgow" hereinafter referred to as the group.

2 Aims and Objectives

To advance environmental protection and improvement, community development and associated skills and education in Linlithgow, Linlithgow Bridge and surrounding area, supporting and encouraging a transition to a low carbon, environmentally sustainable¹ and resilient future.

The group will pursue these objectives primarily by:

- a. Providing advice and education in the community (residents, organisations, schools, businesses and local authority) about sustainable living.
- b. Raising awareness of the twin challenges of Peak Oil and Climate Change.
- c. Increasing community engagement by organising and running projects and events.
- d. Supporting action that improves the natural environment.
- e. Supporting development in the community of skills and projects that assist in the aims of the group.
- f. Supporting and working with other community organisations and initiatives with similar aims.

3 Powers

In furtherance the above objectives, the group may:

- a) employ and pay persons to supervise, organise and carry out the work of the group;
- b) provide training for members involved in the group, whether volunteers or employees;

¹ 1987 United Nations Brundtland Commission report 'Our Common Future' as '*development that meets the needs of the present without compromising the ability of future generations to meet their own needs*'

- c) provide for exchange of views and experiences between the group and all its members;
- d) engage and pay fees to professional and technical advisers/consultants to assist in the work of the group;
- e) take out membership of such organisations as are considered to be in the interests of and compatible with the objects of the group;
- f) cause to be prepared and printed or otherwise reproduced and circulated, free of charge or for payment, such papers, books, periodicals, pamphlets or other documents or films or recorded tapes (whether audio or visual or both) as shall further the objects;
- g) purchase, take on lease or exchange, hire or otherwise acquire property and any rights and privileges considered appropriate for the promotion of the objects and construct, maintain and alter any buildings considered appropriate for the work of the group;
- h) make regulations for the management of any property which may be so acquired;
- i) enter into any contract or other arrangement with any local authority, educational establishment, or central government or other body in relation to the provision of services or facilities which advance the objectives of the group;
- j) sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the group;
- k) borrow or raise money for the objects and accept gifts on such terms and on such security as shall be deemed to be appropriate;
- l) raise funds and invite and receive contributions from any persons or persons by way of subscription or otherwise;
- m) to form supporting organisations which align with the aims and objectives of this group;
- n) effect insurance of all kinds;
- o) do all such other lawful things as are incidental or conducive to the attainment of the objectives.

4 Membership

- a) Membership shall be open to all individuals, businesses and organisations who uphold the aims and objectives of the group.
- b) A membership fee may be requested but concessions can be approved by the Management Committee.
- c) The management committee shall have the right for good and sufficient reason to terminate the membership of any individual provided that the individual member concerned shall have the right to be heard by the management committee before a final decision is made.

5 Management Committee

- a) With the exception of those powers which are specifically stated in this constitution to be exercisable by the members, the policy and management of the affairs of the group shall be directed by a management committee which shall meet not less than 6 times a year and shall consist of not less than 4 or more than 12 members.
- b) The members of the management committee shall (subject to clause 5e)) be elected at the annual general meeting of the group in accordance with clause 5d), and shall decide amongst themselves, at the earliest possible meeting, which of them shall hold the offices of chairperson, secretary and treasurer and such other offices as the group shall from time to time decide. No person shall hold the same office for more than 5 consecutive years.
- c) Election to the management committee shall be for 1 year. On the expiration of their period in office, members shall be eligible for re-election. Only members of the group shall be eligible to serve on the management committee.
- d) Nominations for the management committee must be made by members of the group in writing, and the nominations presented at the AGM. A member may not nominate himself/herself. Each notice for nomination shall be signed by the individual nominated, confirming that he/she is willing to act as a member of the management committee, and by the 2 other members nominating him/her. Should nominations exceed vacancies, election shall be by a show of hands, or by written ballot if so requested.
- e) In addition to the members so elected, the management committee may co-opt up to 5 further members who, after co-option, shall serve until the conclusion of the next annual general meeting provided that the number of co-opted members shall not exceed one-half of the total membership of the management committee at the time of co-option. Co-opted members shall be entitled to vote at meetings of the committee.
- f) Any casual vacancy on the management committee (including a vacancy in any office) may be filled by the committee and any person appointed to fill such a casual vacancy shall hold office until the conclusion of the next annual general meeting of the group and shall be eligible for election at that meeting.
- g) The proceedings of the management committee shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.
- h) The management committee shall appoint and fix remuneration all such staff as may in their opinion be appropriate. Paid staff shall not be members of the management committee.
- i) The management committee may appoint such special or standing committees or sub-committees as may be considered appropriate and shall

determine their respective terms of reference, powers, duration and composition. All acts and proceedings of such special or standing committees or sub-committees shall be reported back to the management committee.

6 Personal Interests

- a) A member of the management committee who has a personal interest in any transaction or other arrangement, which the group is proposing to enter into, must declare that interest at a meeting of the management committee; he/she will be debarred from voting on the question of whether or not the group should enter into that arrangement.
- b) For the purposes of clause 6a, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement.
- c) Provided
 - i) he/she has declared his/her interest
 - ii) he/she has not voted on the question of whether or not the group should enter into the relevant arrangement and
 - iii) the requirements of clause 6a are complied with,a member of the management committee will not be debarred from entering into an arrangement with the group in which he/she has a personal interest (or is deemed to have a personal interest under clause 6b) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
- d) No member of the management committee may serve as an employee (full time or part time) of the group, and no member of the management committee may be given any remuneration by the group for carrying out his/her duties as a member of the management committee.
- e) Where a management committee member provides services to the group or might benefit from any remuneration paid to a connected party for such services, then
 - i) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable
 - ii) the management committee members must be satisfied that it would be in the interests of the group to enter into the arrangement (taking

account of that maximum amount)

- iii) In cases where there is direct remuneration to a member of the management committee, this can only be for a short term contract and specifically disallows any longer term agreements.
- iv) less than half of the management committee members must be receiving remuneration from the group (or benefit from remuneration of that nature)
- f) The members of the management committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the management committee, general meetings, or meetings of committee's, or otherwise in connection with the carrying-out of their duties.

7 General Meetings

- a) The annual general meeting of the group shall be held annually in May of each year, and at such place as the management committee shall determine. At least 21 clear days' notice of the meeting shall be given in writing or e-mail posting by the secretary to each member. (The reference to 'clear days' shall be deemed to exclude the day the notice is posted and also the day the meeting is held.) Notice of the meeting shall also be displayed in conspicuous locations in the neighbourhood for at least 7 days prior to the meeting.
- b) At each annual general meeting the business shall include the consideration of the annual report on the work of the group, the approval of the statement of the accounts for the last financial year, the election of members to serve on the management committee, the appointment of an independent examiner, motions submitted by the management committee or by members and the transaction of such other matters as may from time to time be appropriate.
- c) The chairperson of the management committee may at any time at his/her discretion call a special general meeting of the group. The secretary shall call a special general meeting of the group within 21 days of receiving a written or e-mail request so to do signed by not less than 5 members and giving reasons for the request.
- d) General meetings will be open to the general public with a minimum of 6 meetings per year.

8 Rules of Procedure at all Meetings

- a) **Quorum at general meetings** The quorum at an annual general meeting and any other special general meeting of the group shall be 15% (present in person) of the total membership of the group for the time being.

- b) **Quorum at committee meetings** The quorum at a meeting of the management committee or of any committee appointed under clause 5i) shall be 4 (present in person) of the management committee or committee (as the case may be) or such other number as the group may in general meeting from time to time determine.
- c) **Voting** Unless it is otherwise specified in this constitution, all questions arising at any meeting shall be decided by a simple majority of votes cast. Arrangements for proxy voting may from time to time be made by the management committee provided that no such arrangement shall be made with regard to any matter of the kind described in clauses 11 and 12. The person taking the chair at the meeting shall abstain from voting unless there is an equality of votes, in which case s/he shall have a casting vote.
- d) **Minutes** The management committee shall ensure that minutes are kept of all general meetings and of all meetings of the management committee and committees and sub-committees of the kind referred to in clause 5i) containing in each case, a note of those present, the chair and a record of all proceedings, resolutions and decisions.
- e) **Standing Orders** The management committee shall have power to adopt standing orders for the group and its committees. Such standing orders, which will be consistent with and complementary to the terms of this constitution, shall come into operation immediately but may be amended by the group in general meeting. The group in general meeting may issue policy directions in relation to the content of standing orders for the group and its committees, and the management committee shall in that event be bound to follow such directions in formulating such standing orders.
- f) **Employees** The management committee shall have the power to invite employees to attend management committee meetings and all general meetings. Employees shall be entitled to speak at those meetings which they attend but shall not be entitled to a vote.

9 Finance

- a) All funds raised by or on behalf of the group shall be applied to further the objectives of the group and for no other purpose; the preceding provision shall not, however, prevent the payment in good faith of reasonable and proper remuneration to any employee of the group and fees to professional and technical advisers or the repayment to members of the management committee or of any committee or sub-committee appointed under clause 5i) of reasonable out-of-pocket expenses.
- b) The treasurer shall keep proper accounting records and shall prepare proper accounts annually and at such other intervals as the management committee may direct.

- c) The accounts shall be submitted to a capable independent examiner at least once a year and a statement of the accounts prepared.
- d) A statement of the accounts for the last financial year shall be submitted by the management committee to the annual general meeting.
- e) A bank account shall be opened in the name of the group with such banks and/or building societies as the management committee shall from time to time decide. The management committee shall authorise in writing at least three members of the management committee (one of whom shall be the treasurer) to sign cheques on behalf of the group. All cheques must be signed by not less than two of the authorised signatories.
- f) Changes to fees and subscription rates can only be made by a resolution passed by a majority vote of the members at a general meeting.

10 Property

- a) The title to all property, heritable and moveable (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be vested in the names of at least two office bearers of the group (and their successors in office) or in the name of a nominee company holding such property in trust for the group; any person in whose name the group's property is held shall act in accordance with the directions from time to time of the management committee.
- b) All contracts relating to the activities of the group shall be entered into in the names of at least two office bearers of the group (and their successors in office).

11 Alterations to the Constitution

A resolution to alter this constitution shall not be valid unless:

- a) two-thirds of the votes cast in relation to the resolution at a general meeting of the group (whether annual or special) are in favour and
- b) notice (setting out the terms of the proposed alteration) is given to the members not less than 21 clear days before the meeting at which the alteration was proposed. (The reference to 'clear days' shall be deemed to exclude the day the notice is posted and also the day the meeting is held.)

12 Dissolution

If the management committee by a simple majority decide at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the group, it shall call a special meeting of the group, of which meeting not less than 21 clear days' notice (stating the terms of the resolution to be proposed at the meeting) shall be given. If such decision is confirmed by a two-thirds majority of the votes cast in relation to the resolution at such meeting, the management committee shall sell such of the

assets of the group as they may consider appropriate for the best price reasonably attainable and settle the debts and liabilities of the group. Any assets remaining after the satisfaction of such debts and liabilities shall, if originally received from grants, be returned to the awarding body, or otherwise given or transferred to such other charitable organisation or organisations having objectives similar to the objectives of the group as the management committee may determine.

(The reference to 'clear days' in the preceding paragraph shall be deemed to exclude the day the notice is posted and also the day the meeting is held.)

13 Adoption

This constitution was adopted by the membership of the group at the general meeting held at:

..... on

Signed

.....
(Chairperson)

.....
(Secretary)