

CONSTITUTION
of
GARIOCH ROAD AND GRAVEL

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GENERAL

Type of organisation

- 1 The organisation will be an unincorporated/voluntary association.

Name of association

- 2 The name of the association is Garioch Road and Gravel, hereafter referred to as the Club.

Purposes

- 3 The Club's purposes are:
 - (a) To encourage the participation, practice, promotion, and development of amateur cycling in the north-east of Scotland and beyond.
 - (b) To arrange rides, social events, and competitions for members.
 - (c) The Club shall seek to be affiliated to national and regional amateur cycling bodies as the management group consider appropriate in order to carry out the objectives of the Club.
 - (d) The Club shall cater for the following cycling disciplines: Road Cycling, and Gravel Cycling.

Powers

- 4 In pursuance of the purposes set out in clause 3 (but not otherwise), the Club shall have the following powers:-
 - (a) To carry on any activities which further the purposes of the Club.
 - (b) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Club's activities.
 - (c) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Club.
 - (d) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Club.

- (e) To borrow money, and to give security in support of any such borrowings by the Club.
 - (f) To employ such staff as are considered appropriate for the conduct of the Club's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
 - (g) To engage such consultants and advisers as are considered appropriate from time to time.
 - (h) To effect insurance of all kinds (which may include officers' liability insurance).
 - (i) To invest any funds which are not immediately required for the Club's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
 - (j) 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 Club's purposes.
 - (k) To establish and/or support any charity, and to make donations for any charitable purpose falling within the Club's purposes.
 - (l) To form any company or Scottish charitable incorporated organisation (SCIO) with similar purposes to those of the Club, and, if considered appropriate, to transfer to any such company (but, if the Club is a charity at the time, only if that company is a charity) or SCIO (without any payment being required from the company or SCIO) the whole or any part of the Club's assets and undertaking.
 - (m) To take such steps as may be deemed appropriate for the purpose of raising funds for the Club's activities.
 - (n) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
 - (o) To do anything which may be incidental or conducive to the furtherance of any of the Club's purposes.
- 5 No part of the income or property of the Club may be paid or transferred (directly or indirectly) to the members - either in the course of the Club's existence or on dissolution - except where this is done in direct furtherance of the Club's purposes.
- 6 Clause 5 does not prevent the Club making any payment which is permitted under clauses 81 to 85 (remuneration and expenses).

General structure

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

MEMBERS

Qualifications for membership

- 8 Membership of the Club shall be open to persons 18 years old or over who seek to further the aims of the Club regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.
- 9 Employees of the Club are not eligible for membership; and a person who becomes an employee of the Club after admission to membership will automatically cease to be a member.

Application for membership

- 10 Any person who wishes to become a member must submit an electronic application form via the on-line management tool used by the Club. The appropriate subscription must accompany the application for membership.
- 11 The management group shall consider each application for membership at the first management group meeting which is held after receipt of the application (and accompanying remittance); the management group shall, within a reasonable time after the meeting, notify the applicant (in writing or by email) of its decision on the application and, if the decision was to refuse admission, shall return to the applicant the remittance lodged by them under clause 10 and outline the reasons for refusal.

Membership subscription

- 12 Members shall require to pay an annual membership subscription; unless and until otherwise determined by the members, the amount of the annual membership subscription shall be £32
 - 12A. The annual membership subscriptions shall be payable on or before 30th September in each year.
 - 12B. New members joining part way through the year will pay a pro rata amount dependant on when they join.
 - 12C. The members may vary the amount of the annual membership subscription and/or the date on which it falls due in each year, by way of a resolution to that effect passed at an annual general meeting.
 - 12D. If the membership subscription payable by any member remains outstanding more than 2 weeks after the date on which it fell due (and providing they have been given at least one written reminder) the management group may, by resolution to that effect, expel them from membership.
 - 12E. A person who ceases (for whatever reason) to be a member shall not be entitled to any refund of the membership subscription.
- 13 The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not provide a significant obstacle to people participating.
- 14 Honorary life membership of the Club may be conferred upon any member by a majority vote of those present at an Annual General Meeting (AGM) in recognition of someone who has performed an outstanding service, or who has made an outstanding contribution to the Club. Life Members enjoy the same voting rights as other members.

Register of members

- 15 The management group must maintain a register of members, setting out;
 - 15.1 for each current member
 - 15.1.1 their full name, address and mobile telephone number;
 - 15.1.2 the date on which they were admitted to membership;

15.1.3 type of membership,

15.2 for each former member - for at least six years from the date on which they ceased to be a Member:

15.2.1 their name; and

15.2.2 the date on which they ceased to be a Member

- 16 If a member or management group member requests a copy of the register of members, the management group 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 group), the management group may provide a copy which has the addresses blanked out.

Withdrawal from membership

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

Transfer of membership

- 18 Membership of the Club may not be transferred by a member.

Expulsion from membership

- 19 Any person may be expelled from membership by way of a resolution passed in compliance with clause 45 (requirement for two thirds majority) at a general meeting (meeting of members), or by the management group in the case of misconduct, not adhering to the Club's terms and conditions, or by bringing the Club or those associated with it into disrepute, providing the following procedures have been observed:
- (a) 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;
 - (b) 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

- 20 Membership of the Club will terminate on death.

DECISION-MAKING BY THE MEMBERS

General meetings (meetings of members)

- 21 The management group must arrange a meeting of members attending in person or virtually (an annual general meeting or "AGM") in each calendar year.
- 22 The gap between one AGM and the next must not be longer than 15 months.
- 23 Notwithstanding clause 21, an AGM does not need to be held during the calendar year in which the Club is formed; but the first AGM must still be held within 15 months of the date on which the Club is formed.
- 24 The business of each AGM must include:
 - (a) The minutes of the previous AGM;
 - (b) a report by the Club Chairperson on the activities of the Club;
 - (c) consideration of the annual accounts of the Club;
 - (d) the election/re-election of members of the management group, as referred to in clauses 60 to 63.
 - (e) other business for which due notice has been given;
- 25 The management group may arrange an extraordinary general meeting at any time.

Power to request the management group to arrange an extraordinary general meeting

- 26 The management group must arrange an extraordinary general meeting if they are requested to do so by a notice (in writing or by email) by members who amount to 5% or more of the total membership of the Club at the time, providing:
 - (a) the notice states the purposes for which the meeting is to be held; and
 - (b) those purposes are not inconsistent with the terms of this constitution or any other statutory provision.
- 27 A notice under clause 26 may take the form of:
 - (a) two or more documents in the same terms, each signed by one or more members; and/or
 - (b) a number of emails, each issued by a member;

and the board 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 5% threshold referred to in clause 26.

- 28 If the management group receive a notice under clause 26, the date for the meeting which they arrange in accordance with the notice must not be later than 45 days from the date on which they received the notice.

Notice of general meetings

- 29 At least 14 clear days' notice must be given of any AGM or any extraordinary general meeting including the means whereby attendance may be virtually where such arrangements have been made.
- 30 The notice calling a general meeting must specify in general terms what business is to be dealt with at the meeting; and
- (a) in the case of any resolution falling within clause 46 (requirement for two-thirds majority) must set out the exact terms of the resolution; and
 - (b) in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s).
- 31 The reference to "clear days" in clause 29 shall be taken to mean that, in calculating the period of notice:
- (a) the day after the notice is posted (or sent by e-mail) should be excluded; and
 - (b) the day of the meeting should also be excluded.
- 32 Notice of every general meeting must be given to all the members of the Club, and to all the members of the management group; but the accidental omission to give notice to one or more members or management group members will not invalidate the proceedings at the meeting.
- 33 Any notice which requires to be given to a member under this constitution must be:
- (a) sent by post to the member, at the address last notified by them to the Club; or
 - (b) sent by e-mail to the member, at the email address last notified by them to the Club.

- 34 If members of the Club and management group members are to be permitted to participate in a general meeting by way of audio and/or audio-visual link(s) (see clause 35), the notice (or notes accompanying the notice) must:
- (a) set out details of how to connect and participate via that link or links; and
 - (b) (particularly for the benefit of those members who may have difficulties in using a computer or laptop for this purpose) draw members' attention to the following options:
 - (i) participating in the meeting via an audio link accessed by phone, using dial-in details (if that forms part of the arrangements);
 - (ii) appointing the chairperson of the meeting as proxy, and directing the chairperson on how they should use that proxy vote in relation to each resolution to be proposed at the meeting
 - (iii) attending and voting in person at the meeting;

Procedure at general meetings

- 35 The management group may if they consider appropriate (and must, if required under clause 36) make arrangements for members and management group members to participate in general meetings by way of audio and/or audio-visual link(s) which allow them to hear and contribute to discussions at the meeting, providing:
- (a) the means by which members and management group members can participate via that link or links are not subject to technical complexities, significant costs or other factors which are likely to represent - for all or a significant proportion of the membership - a barrier to participation;
 - (b) the notice calling the meeting (or notes accompanying the notice) contains the information required under clause 34; and
 - (c) the manner in which the meeting is conducted ensures, so far as reasonably possible, that those members and management group members who participate via an audio or audio-visual link are not disadvantaged with regard to their ability to contribute to discussions at the meeting, as compared with those members and management group members (if any) who are attending in person (and vice versa).
- 36 If restrictions arising from public health legislation or guidance are likely to mean that attendance in person at a proposed general

meeting would not be possible or advisable for all or a significant proportion of the membership, the management group must make arrangements for members and management group members to participate in that general meeting by way of audio and/or audio-visual link(s) which allow them to hear and contribute to discussions at the meeting; and on the basis that the requirements set out in paragraphs (a) to (c) of clause 35 will apply.

- 37 A general meeting may involve two or more members or management group members participating via attendance in person while other members and/or management group members participate via audio and/or audio-visual links; or it may involve participation solely via audio and/or audio-visual links.
- 38 References in clauses 34 to 37 to members should be taken to include proxies for members
- 39 The quorum for a general meeting is the lesser of 10% of total Club membership or 15 members, present in person.
- 40 An individual participating in a general meeting via an audio or audio-visual link which allows them to hear and participate in discussions at the meeting will be deemed to be present in person.
- 41 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.
- 42 The Club Chairperson should act as chairperson of each general meeting.
- 43 If the Club Chairperson 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 group present at the meeting must elect from among themselves the person who will act as chairperson of that meeting.

Voting at general meetings

- 44 Every member has one vote, which must be given personally (subject to clause 53).
- 45 All decisions at general meetings will be made by majority vote - with the exception of the types of resolution listed in clause 46.
- 46 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 (or if

passed by way of a resolution agreed to in writing or by email under clause Error: Reference source not found):

- (a) a resolution amending the constitution;
- (b) a resolution expelling a person from membership under clause 19;
- (c) a resolution removing a person from office as a management group member under paragraph (i) of clause 66;
- (d) a resolution directing the management group to take any particular step (or directing the management group not to take any particular step) under clause 76;
- (e) a resolution for the dissolution of the Club.

- 47 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.
- 48 A resolution put to the vote at a general meeting will be decided on a show of hands unless the chairperson (or at least two other members present at the meeting) ask for a secret ballot.
- 49 Where members are participating in a meeting via an audio or audio-visual link, they may cast their votes on any resolution orally, or by way of some form of visual indication, or by use of a voting button or similar, or by way of a message sent electronically - and providing the management group have no reasonable grounds for suspicion as regards authenticity, any such action shall be deemed to be a vote cast personally via a show of hands.
- 50 The chairperson will decide how any secret ballot is to be conducted, and they will declare the result of the ballot at the meeting.
- 51 Where members are participating in a meeting via audio and/or audio-visual links, the chairperson's directions regarding how a secret ballot is to be conducted may allow those members to cast their votes on the secret ballot via any or all of the methods referred to in clause 49, providing reasonable steps are taken to preserve anonymity (while at the same time, addressing any risk of irregularities in the process).

Technical objections to remote participation in general meetings

- 52 This constitution imposes certain requirements regarding the use of audio and/or audio-visual links as a means of participation and voting at general meetings; providing the arrangements made by the management group in relation to a given general meeting (and the manner in which the meeting is conducted) are consistent with those requirements:

- (a) a member cannot insist on participating in the general meeting, or voting at the general meeting, by any particular means;
- (b) the general meeting need not be held in any particular place;
- (c) the general meeting may be held without any particular number of those participating in the meeting being present in person at the same place (but, notwithstanding that, the quorum requirements - taking account of those participating via audio and/or audio-visual links - must still be met);
- (d) the general meeting may be held by any means which permits those participating in the meeting to hear and contribute to discussions at the meeting;
- (e) a member will be able to exercise the right to vote at the general meeting (including where a secret ballot is to be held) by such means as is determined by the chairperson of the meeting (consistent with the arrangements made by the management group) and which permits that member's vote to be taken into account in determining whether or not a resolution is passed.

Minutes

- 53 The management group must ensure that proper minutes are kept in relation to all general meetings.
- 54 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.

MANAGEMENT GROUP

Number of management group members

- 55 The maximum number of management group members is 10; out of that:
 - (a) no more than ten shall be management group members who were elected/appointed under clauses 60 to 63 (the initial management group members being deemed to fall within this category); and
 - (b) no more than two shall be management group members who were co-opted under the provisions of clauses 64 and 65.
- 56 The minimum number of management group members is three.

Eligibility

- 57 A person shall not be eligible for election/appointment to the management group under clauses 60 to 63 unless they are a member of the Club; a person appointed to the management group under clauses 64 and 65 need not, however, be a member of the Club.
- 58 A person will not be eligible for election or appointment to the management group if they are:
- (a) disqualified from being a charity trustee under the Scottish Charities Act (even if the Club is not a charity at the time); or
 - (b) an employee of the Club.

Initial management group members

- 59 The individuals who are the initial management group members (as referred to in clause 124) shall be deemed to have been appointed under clauses 60 to 63 with effect from the date of adoption of this constitution.

Election, retiral, re-election

- 60 At each AGM, the members may elect any member (subject to clause 55, and providing they are not debarred under clause 58) to be a management group member.
- 61 The management group may at any time appoint any member (subject to clause 55, and providing they are not debarred under clause 58) to be a management group member.
- 62 At each AGM, all of the management group members elected/appointed under clauses 60 and 61 (and, in the case of the first AGM, including the initial management group members) shall retire from office - but shall then be eligible for re-election under clause 60.
- 63 A management group member retiring at an AGM will be deemed to have been re-elected unless:
- (a) they advise the management group prior to the conclusion of the AGM that they do not wish to be re-appointed as a management group member; or
 - (b) 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 group members

- 64 In addition to their powers under clause 61, the management group may at any time appoint any non-member of the Club to be a management group member (subject to clause 55, and providing they are not debarred under clause 58) either on the basis that they have been nominated by a body with which the Club 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 group.
- 65 At each AGM, all of the management group members appointed under clause 64 shall retire from office - but shall then be eligible for re-appointment by the management group (after the AGM) under that clause.

Termination of office

- 66 A member of the management group will automatically cease to hold office if:
- (a) they become disqualified from being a charity trustee under the Scottish Charities Act (even if the Club is not a charity at the time);
 - (b) they become incapable for medical reasons of carrying out their duties as a member of the management group - but only if that has continued (or is expected to continue) for a period of more than six months;
 - (c) (in the case of a management group member elected/appointed under clauses 60 to 63, or any of the initial management group members) they cease to be a member of the Club;
 - (d) they become an employee of the Club;
 - (e) they give the Club a notice of resignation (either in writing or by email);
 - (f) they are absent (without good reason, in the opinion of the management group) from more than three consecutive meetings of the management group – but only if the management group resolve to remove them from office;
 - (g) they are removed from office by resolution of the management group on the grounds that they are considered to have committed a serious breach of the code of conduct for management group members (as referred to in clause 86); or

- (h) they are removed from office by a resolution of the members passed at a general meeting.
- 67 A resolution under paragraph (g), or (h) of clause 66 shall be valid only if:
 - (a) the management group 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;
 - (b) the management group 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
 - (c) (in the case of a resolution under paragraph (g)) at least two thirds (to the nearest round number) of the management group members then in office vote in favour of the resolution; and
 - (d) (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 group members

- 68 The management group must keep a register of management group members, setting out
 - 68.1 for each current management group member
 - 68.1.1 the full name and address of each member of the management group;
 - 68.1.2 the date on which each such person became a management group member;
 - 68.1.3 any office held by them in the Club;
 - 68.2 for each former management group member - for at least 5 years from the date on which they ceased to be a management group member:
 - 68.2.1 the full name of the management group member;
 - 68.2.2 any office held by them in the Club; and
 - 68.2.3 the date on which they ceased to be a management group member.
- 69 If any person requests a copy of the register of management group members, the management group 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 group member, the management group may provide a copy which has the addresses blanked out - if the Club is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.

Office-bearers

- 70 The management group members must elect (from among themselves) a Club Chairperson, a treasurer and a secretary.
- 71 In addition to the office-bearers required under clause 70, the management group members may elect (from among themselves) further office bearers if they consider that appropriate.
- 72 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 group (after the AGM) under clause 70 or 71.
- 73 A person elected to any office will automatically cease to hold that office:
- (a) if they cease to be a member of the management group; or
 - (b) if they give to the Club a notice of resignation from that office (either in writing or by email).

Powers of management group

- 74 Except where this constitution states otherwise:
- (a) the Club (and its assets and undertaking) will be managed by the management group; and
 - (b) the management group may exercise all the powers of the Club.
- 75 A meeting of the management group at which a quorum is present may exercise all powers exercisable by the management group.
- 76 The members may, by way of a resolution passed in compliance with clause 46 (requirement for two thirds majority), direct the management group to take any particular step or direct the management group not to take any particular step; and the management group shall give effect to any such direction accordingly.

Management group members - general duties

- 77 Each of the management group members has a duty, in exercising functions as a management group member, to act in the interests of the Club; and, in particular, must:

- (a) seek, in good faith, to ensure that the Club acts in a manner which is in accordance with its purposes;
 - (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - (c) in circumstances giving rise to the possibility of a conflict of interest between the Club and any other party:
 - (i) put the interests of the Club before that of the other party; or
 - (ii) where any other duty prevents them from doing so, disclose the conflicting interest to the Club and refrain from participating in any deliberation or decision of the other management group members with regard to the matter in question;
- 78 In addition to the duties outlined in clause 77, all of the management group members must take such steps as are reasonably practicable for the purpose of ensuring:
- (a) that any breach of any of those duties by a management group member is corrected by the management group member concerned and not repeated; and
 - (b) that any management group member who has been in serious or persistent breach of those duties is removed as a management group member.

Conflicts of interest involving management group members - general

- 79 The management group must use every effort to ensure that conflicts of interest involving management group members (including those which relate to individuals or bodies connected with management group members) are identified at the earliest opportunity and appropriately managed; the following provisions of this constitution are of particular relevance:
- (a) clauses 80 and 83 require management group members to declare any personal interest which they may have in any transaction or other arrangement with the Club;
 - (b) clause 104 prohibits a management group member with a personal interest in a proposed arrangement from voting on the question of whether the Club should enter into that arrangement;
 - (c) clause 82 (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 group member (or where the management group member might benefit from remuneration paid to a connected party).

- 80 In addition to complying with the provisions referred to in clause 79:
- (a) the management group must maintain a register of management group members' interests;
 - (b) the chairperson of each management group meeting must invite declarations of interest, shortly after the start of the meeting;
 - (c) the minutes of each management group 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

- 81 No management group member may serve as an employee (full time or part time) of the Club; and no management group member may be given any remuneration by the Club for carrying out their duties as a management group member.
- 82 Where a management group member provides services to the Club or might benefit from any remuneration paid to a connected party for such services:
- (a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
 - (b) the management group must be satisfied that it would be in the interests of the Club to enter into the arrangement (taking account of that maximum amount); and
 - (c) less than half of the management group members must be receiving remuneration from the Club (or benefit from remuneration of that nature).
- 83 Provided they have declared their interest - and have not voted on the question of whether or not the Club should enter into the arrangement - a management group member will not be debarred from entering into an arrangement with the Club in which they have a personal interest where that is not prohibited by clause 81 or 82; and (subject to clause 82 and – if the Club 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.

- 84 The Club may also enter into an arrangement with a member who is not a management group member (or with a person or body connected with a member who is not a management group member) under which that member (or the connected person or body) receives payment for goods or services provided by them to the Club, but only if:
- (a) the terms and conditions (including the amount of the payment(s)) are at least as good (from the Club's point of view) as those which would be expected if the goods or services had been sourced on the open market; and
 - (b) the management group members are satisfied, after careful consideration, that the arrangement is in the best interests of the Club;

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 Club or makes a loan to the Club.

- 85 The management group 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.

Code of conduct for management group members

- 86 Each of the management group members shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the management group from time to time.
- 87 The code of conduct referred to in clause 86 shall be supplemental to the provisions relating to the conduct of management group members contained in this constitution and all relevant provisions of this constitution shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

DECISION-MAKING BY THE MANAGEMENT GROUP MEMBERS

Notice of management group meetings

- 88 Any management group member may call a meeting of the management group or may ask the secretary to call a meeting of the management group.
- 89 At least 7 days' notice must be given of each management group meeting, unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate.

- 90 If management group members are to be permitted to participate in a management group meeting by way of audio and/or audio-visual link(s), the management group 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 members who may have difficulties in using a computer or laptop for this purpose) the management group members' attention should be drawn to the following options:
- (a) participating in the meeting via an audio link accessed by phone, using dial-in details (if that forms part of the arrangements);
 - (b) the ability to attend the meeting in person.

Procedure at management group meetings

- 91 No valid decisions can be taken at a management group meeting unless a quorum is present; the quorum for management group meetings is 3 of management group members, present in person.
- 92 An individual participating in a management group 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 group member, will be deemed to be in attendance) at the meeting.
- 93 If at any time the number of management group members in office falls below the number stated as the quorum in clause 91, the remaining management group 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.
- 94 The Club Chairperson should act as chairperson of each management group meeting.
- 95 If the Club Chairperson 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 group members present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.
- 96 Every management group member has one vote, which must be given personally (subject to clause 102).
- 97 All decisions at management group meetings will be made by majority vote.
- 98 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.

- 99 The management group may if they consider appropriate (and must, if this is required under clause 100), allow management group members to participate in management group 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, providing:
- (a) the means by which management group members can participate via that link or links are not subject to technical complexities, significant costs or other factors which are likely to represent - for all, or a significant proportion, of the management group members - a barrier to participation; and
 - (b) the manner in which the meeting is conducted ensures, so far as reasonably possible, that those management group members who participate via an audio or audio-visual link are not disadvantaged with regard to their ability to contribute to discussions at the meeting, as compared with those management group members (if any) who are attending in person (and vice versa).
- 100 If restrictions arising from public health legislation or guidance are likely to mean that attendance in person at a proposed management group meeting would not be possible or advisable for one or more of the management group members, the management group must make arrangements for management group members to participate in that management group meeting by way of audio and/or audio-visual link(s); and on the basis that:
- (a) the requirements set out in paragraphs (a) and (b) of clause 99 will apply; and
 - (b) the management group must use all reasonable endeavours to ensure that all management group members have access to one or more means by which they may hear and contribute to discussions at the meeting.
- 101 A management group meeting may involve two or more management group members participating via attendance in person while other management group members participate via audio and/or audio-visual links; or it may involve participation solely via audio and/or audio-visual links.
- 102 Where a management group member or management group members are participating in a management group meeting via an audio or audio-visual link, they may cast their vote on any resolution orally, or by way of some form of visual indication, or by use of a voting button or similar, or by way of a message sent electronically.
- 103 The management group 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 group meeting notwithstanding that they are not a management group member - but on the basis that they must not participate in decision-making.

- 104 A management group member must not vote at a management group meeting (or at a meeting of a sub-group) 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 Club; they must withdraw from the meeting while an item of that nature is being dealt with.
- 105 For the purposes of clause 104:
- (a) an interest held by an individual who is “connected” with the management group 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 group member (even if the Club is not a charity at the time);
 - (b) a management group member will (subject to clause 106) 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 group, 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.
- 106 Where a subsidiary of the Club has an interest in a particular matter which is to be considered by the management group, a management group member who is also a director of that subsidiary will not be debarred from voting on that matter (unless they have a different personal interest in that matter, unrelated to their position as a director of that subsidiary).

Technical objections to remote participation

- 107 The principles set out in clause 52 (technical objections to remote participation) shall apply in relation to remote participation and voting at management group meetings, as if each reference in that clause to a member were a reference to a management group member and each reference in that clause to a general meeting were a reference to a management group meeting.

Minutes

- 108 The management group must ensure that proper minutes are kept in relation to all management group meetings and meetings of sub-groups.

- 109 The minutes to be kept under clause 108 must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.

ADMINISTRATION

Delegation to sub-groups

- 110 The management group may delegate any of their powers to sub-groups; a sub-group must include at least one management group member, but other members of a sub-group need not be management group members.
- 111 The management group may also delegate to the chair of the Club (or the holder of any other post) such of their powers as they may consider appropriate.
- 112 When delegating powers under clause 110 or 111, the management group must set out appropriate conditions (which must include an obligation to report regularly to the management group).
- 113 Any delegation of powers under clause 110 or 111 may be revoked or altered by the management group at any time.
- 114 The rules of procedure for each sub-group, and the provisions relating to membership of each sub-group, shall be set by the management group.

Operation of accounts

- 115 The management group should ensure that the systems of financial control adopted by the Club in relation to the operation of the Club's bank accounts (including online banking) reflect the recommendations made from time to time by the Club's auditors (or independent examiners) or other external accountants.
- 116 The signatures of two out of three signatories appointed by the management committee shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the association; at least one out of the two signatures must be the signature of a member of the management committee.

Accounting records and annual accounts

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

MISCELLANEOUS

Dissolution

- 119 The members may, by way of a resolution passed in compliance with clause 46 (requirement for two thirds majority), resolve that the Club be dissolved.
- 120 If a resolution to dissolve the Club is passed under clause 119, the management group shall have power to dispose of any assets held by or on behalf of the Club - and any assets remaining after satisfaction of the debts and liabilities of the Club shall be transferred to some other body or bodies having purposes similar to those of the Club which (in each case, if there are two or more bodies) have a constitution prohibiting the distribution of profits (and of surplus assets on a winding-up) to members.
- 121 The identity of the body or bodies to which assets are transferred under clause 120 shall be determined by the members of the Club at, or prior to, the time of dissolution.
- 122 For the avoidance of doubt, no part of the income or property of the Club shall (otherwise than in pursuance of the Club's purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the Club's existence or on dissolution.

Alterations to the constitution

- 123 This constitution may be altered by resolution of the members passed at a general meeting (subject to achieving the two thirds majority referred to in clause 46).

Initial members of the management group

- 124 The initial members of the management group, and the positions held by each, shall be as set out below.

This constitution was adopted on 24 July 2025

Signature	Name	Address	Position
	Rob Armstrong	Kintore	Club Chairperson
	Andy Kerr	Kintore	Secretary
	Mike Lacey	Kemnay	Treasurer
	Peter Smart	Torphins	Communications Champion
	Ben Paton	Dunecht	Member
	Paul Green	Monymusk	Member
	Sandy Wilson	Aberdeen	Member
	Stuart Moir	Aberdeen	Member