

Murrayfield Dementia Project Constitution

1 The name

The organisation shall be known as **The Murrayfield Dementia Project**, and in this constitution it is referred to as "*the Club*".

2 Purpose

The purpose of the Club is to provide for the welfare of people aged 65 (sixty five) years and over and of people with dementia in Murrayfield and district (in this constitution referred to as "*the Beneficiaries*") and to give support to the families and carers of the Beneficiaries.

3 Activities

In furtherance the said purpose, the Club shall encourage and/or arrange for:

- a. The provision in Murrayfield, Edinburgh of recognisable Day Care (The Murrayfield Club) for the Beneficiaries in order to improve their quality of life and to support them, as long as possible, within the community;
- b. The provision of information and other support for the families and carers of the Beneficiaries;
- c. The visitation of the Beneficiaries in their homes to give encouragement and to assess needs;
- d. The training of volunteers to assist in the above work;
- e. The regular liaison with general practitioners, geriatricians, social workers and others concerned with sustaining the quality of life of the Beneficiaries within the community;
- f. Such other activities as the Management Committee may, from time to time, consider conducive for the furtherance of the said purpose.

4 Powers

In furtherance of the said purpose, the Club shall have the power to:

- a. employ and pay any person or persons (who shall not be members of the Management Committee) to supervise, organise and carry on the work of the Club;
- b. make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their dependants, if appropriate;

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- c. bring together in conference, and work in liaison with representatives of voluntary organisations, Government Departments, local and other statutory authorities and individuals;
- d. subscribe to, take out membership of, work in partnership or cooperate with such organisations as are required to be in the interests of and compatible with the purpose of the Club;
- e. agree arrangements with Murrayfield Parish Church and other appropriate bodies for the use of premises necessary for the promotion of the said purpose;
- f. raise funds and invite and receive grants and contributions from organisations, person, or persons and otherwise, provided that the Club shall have the right to disclaim any offer, gift, legacy or bequest in whole or in part in such circumstances the Club thinks fit;
- g. charge fees for goods or services produced or supplied by the Club as and when the Club considers it appropriate to do so in order to assist the financial viability of the Club's operations, provided that such charging shall not be primarily for the purpose of making profit;
- h. enter into contracts with other bodies and provide or receive goods or services on such contracts;
- i. invest the moneys of the Club not immediately required for the said purpose in or upon such investments, securities or property as may be thought fit and similarly to dispose of or vary any such investments securities and property, subject nevertheless to such conditions (if any) as may from time to time be imposed or required by law;
- j. borrow and raise money on loan or advance in such manner and upon such security as the Club shall think fit;
- k. insure and indemnify all employees and voluntary workers of the Club against loss, accident, death, personal injury, professional liability and all such other risks incurred in the performance of the duties to a value which the Club shall think fit (but which shall at least be to any minimum value required by law) and pay the premiums for such insurance from the funds of the Club;
- l. purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights to construct, maintain, alter or improve any buildings or land which the Club may think fit;
- m. insure to full value against loss or damage any property owned by or in the possession or use of the Club and to pay the premiums for such insurance and any costs connected with ascertaining the value of the said property from the funds of the Club;
- n. initiate or defend legal proceedings relating to the Club, its property, employees, voluntary workers and Management Committee and to meet legal costs (where these are not recoverable from other parties) from the funds of the Club;
- o. do all such other lawful things as are necessary for the attainment of the purpose.

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5 Membership

- a. Full membership of the Club shall be open to:
 - i Church congregations which are members of the local ecumenical partnership known as *Murrayfield Churches Together*. Each member congregation shall appoint not more than 9 (nine) individual persons (not including a minister or priest of the congregation) to represent it and vote on its behalf at general meetings of the Club.
 - ii Individuals of 18 (eighteen) years and over who are interested in furthering the work of the Club. Individuals seeking membership shall apply in writing to the Management Committee stating their interest in the Club. The Management Committee shall be responsible for determining all applications and shall reserve the right to refuse admission to membership where it considers it has reasonable grounds for doing so.
 - iii Carers of the Beneficiaries.
 - iv A minister or priest of each participating congregation admitted under clause 5a(i), who shall be *ex officio* members of the Club and of its Management Committee.
- b. Honorary members may be admitted to membership at the discretion of the Management Committee, but these members shall not be entitled to vote at general meetings.
- c. A member congregation provided for under clause 5a(i) may remove and replace any of the individual persons it appoints to represent it at general meetings of the Club at any time and shall notify the Management Committee of all such changes.
- d. An individual admitted to membership under clauses 5a(ii) and 5a(iii) may withdraw from membership of the Club at any time by written notice to the Management Committee.

6 General Meetings

- a. Once a year an annual general meeting of the Club shall be held at such time (not being more than 15 months after the holding of the preceding annual general meeting) and at such place as the Management Committee shall determine. At least 21 clear days' notice of the meeting shall be given to all members.
- b. At such annual general meeting the business shall include the consideration of the annual report of the work done by or under the auspices of the Management Committee, the approval of the accounts, the election of the honorary officers (where such election is due), the elections of the members to serve on the Management Committee, the appointment of the auditor or independent examiner of the accounts (as appropriate), motions submitted by the Management Committee or by members and the transactions of such other matters as may from time to time be necessary.

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- c. The Management Committee may at any time at its discretion call a special general meeting of the Club. The secretary shall call a special general meeting of the Club within 21 (twenty one) days of receiving a written request so to do so signed by not fewer than 10 (ten) full members whether individual or representative and giving reasons for the request.

7 Rules of procedure at general meetings

- a. No business shall be conducted at any general meeting of the Club unless a quorum is present. The quorum at a general meeting of the Club shall be 5 (five) persons entitled to vote (either as individual members or representatives of a member congregation) or one fifth of the total number of such persons for the time being, whichever is the greater.
- b. In the event that a quorum is not present within 15 (fifteen) minutes of the time appointed for the commencement of the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the convener of the meeting shall decide.
- c. Unless it is otherwise specified in this constitution, all questions arising at any general meeting shall be decided by a simple majority of those present, entitled to vote and voting. No person shall exercise more than one vote even if he or she may have been appointed to represent two or more interests, but in the case of an equality of votes the person taking the convenorship of the meeting shall have a second or casting vote.

8 Honorary Officers

- a. At the annual general meeting, the Club shall elect a convener, vice-convener, a secretary and a treasurer and such honorary officers as the Club shall from time to time decide, provided that only a Minister or Priest or a church elder or equivalent may be elected as convener.
- b. Subject to clause 8d, the convener and other honorary officers of the Club shall hold office until the conclusion of the third annual general meeting after their election but shall be eligible for re-election without limit to the number of consecutive terms they may serve.
- c. The convener and other honorary officers shall be ex officio members of the Management Committee.
- d. In the event that an honorary officer resigns from office before the conclusion of her or his term of office the Management Committee shall appoint a replacement from among their own number to hold office until the next Annual General Meeting at which time an election shall be held in accordance with clause 8a.

9 Management Committee

- a. Subject as hereinafter provided for, the policy and the management of the affairs of the Club shall be directed by a Management Committee (whose

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members shall be understood to be the Trustees of the Club for the purposes of charity law).

- b. The Management Committee shall consist of not more than 15 (fifteen) full members and comprising of least 50% representation of *Murrayfield Churches Together*, being:
 - i The honorary officers appointed under clause 7 above;
 - ii The Minister or Priest of each member congregation (if not included in clause 5b(i));
 - iii 1 (one) member appointed by each of the member congregations. Elections to the Management Committee under this clause shall be until the conclusion of the third Annual General Meeting after the election was made. One third of the Management Committee members elected under this clause shall retire at the conclusion of each Annual General Meeting, the members to retire being those who have been longest in office since their last election, but as between members who were elected at the same time those to retire shall agree among themselves or otherwise be decided by lot. Retiring members shall be eligible for election for a further term without limit to the number of consecutive terms of office they may serve.
 - iv In addition the Management Committee may co-opt further full members of the Club (or representatives of a member congregation) to bring the membership of the Management Committee to 15 (fifteen). Members co-opted under this clause shall serve until the conclusion of the next Annual General Meeting. Co-opted members shall be entitled to vote at Management Committee meetings.
- c. In attendance at Management Committee meetings but without voting rights shall be:
 - i An officer, appointed by City of Edinburgh Council Health and Social Care Department;
 - ii The senior employee (if any), appointed by the Management Committee.
- d. No person shall be appointed or elected to serve on the Management Committee and a serving member of the Management Committee shall cease to serve with immediate effect if she or he:
 - i is disqualified by any provision in law from serving as a trustee of a Scottish charity;
 - ii is or becomes an employee of the Club;
 - iii ceases for whatever reason to be a full member of the Club (or a representative of member congregation).
- e. Any casual vacancy on the Management Committee that arises between one Annual General Meeting and the next may be filled by the Management Committee and any member appointed to fill such a casual vacancy shall

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hold office until the conclusion of the next Annual General Meeting of the Club and shall be eligible for election at that meeting.

10 Nominations of Honorary Officers and Management Committee members

Only full members of the Club whether individuals or representatives of a member congregation shall be eligible to serve as honorary officers or members of the Management Committee. Nominations for honorary officers must be made and duly seconded by full members of the Club.

11 Proceedings of the Management Committee

- a. The Management Committee shall meet from time to time, as necessary, to oversee the running of the Club provided there shall not be fewer than 4 (four) meetings of the Management Committee in each calendar year.
- b. No business shall be conducted at a meeting of the Management Committee unless a quorum is present. A quorum of the Management Committee or of any sub-committee formed under clause 11c shall be one-third of the voting membership of the said committee for the time being. In the event that a quorum is not present within 15 minutes of the time appointed for the commencement of the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the convener of the meeting shall decide.
- c. The Management Committee may appoint such special or standing committee or sub-committee as may be considered necessary and shall determine their 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 as soon as possible.
- d. The senior employee shall present regular reports to the Management Committee regarding running of the Club.

12 Minutes

Minutes shall be kept of all general meetings of the Club, of the Management Committee and of any special or standing committee or sub-committee containing a record of all proceedings, resolutions and decisions, the date of the meeting, and the names of those voting persons present and others in attendance.

13 Standing Orders

The Management Committee shall have power to adopt standing orders for the Club 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, if considered necessary, shall be subject to revision by the Club in general meeting.

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14 Finance

- a. All moneys raised by or on behalf of the Club shall be applied to further the purpose of the Club and for no other purpose provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Club and fees to professional and technical advisers or the repayment to members of the Management Committee or any committee or sub-committee appointed under paragraph 11c hereof of reasonable out-of-pocket expenses.
- b. The honorary treasurer shall keep proper accounts of the finances of the Club for the current financial year and for at least the 6 (six) previous years.
- c. The accounts shall be audited or independently examined in accordance with the Charities Accounts (Scotland) Regulations 2006.
- d. An audited or independently examined statement of accounts for the last financial year shall be submitted by the Management Committee to the annual general meeting.
- e. A bank account or accounts shall be opened in name of the Club with a bank or building society as the Management Committee shall from time to time decide. The Management Committee shall authorise in writing 3 (three) persons, one of whom shall be the treasurer, to sign cheques or otherwise draw funds and conduct other transactions in relation to such account(s) on behalf of the Club. All cheques must be signed by 1 (one) of the 3 (three) authorised signatories up to a maximum amount specified by the Management Committee, thereafter 2 (two) signatures shall be required.

15 Alterations to the Constitution

- a. Any alterations to this constitution shall receive the assent of not less than two-thirds of the voting members of the Club present and voting at a general meeting, whether annual or special, provided that notice of any such alteration shall have been received by the secretary in writing not less than 21 (twenty one) clear days before the meeting at which the alteration is to be proposed. Notice in writing of such a meeting, setting forth the terms of the alteration, shall be sent by the secretary to each participating congregation of the Club and to all other members.
- b. No alteration shall be made which would have the effect of causing the Club to cease to be registered as a Scottish charity by the Office of the Scottish Charity Regulator or recognised as charitable by HM Revenues and Customs. No amendment shall be made to the name of the Club or to its purposes without first obtaining the consent of the Office of the Scottish Charity Regulator.

16 Dissolution

- a. If the Management Committee, by a simple majority, decide at any time that on the ground of expense or otherwise, it is necessary or advisable to dissolve the Club, it shall call a special general meeting of the Club, of which meeting not less than 21 (twenty one) clear days notice (stating the

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terms of the resolutions to be proposed thereat) shall be given. If such decision shall be confirmed by a two-thirds majority of those present and entitled to vote and voting at such a meeting, the Management Committee shall have power, subject to clause 16b, to dispose of any asset held by or on behalf of the Club.

- b. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable organisation or organisations having objects similar to the purpose of the Club, as the Management Committee may determine.
- c. No resolution to dissolve the Club shall be passed until consent to such action has been obtained from the Office of the Scottish Charity Regulator.

This amended constitution was adopted by the members of Murrayfield Dementia Project at the Extraordinary General Meeting held on 17 September 2009 and replaces in its entirety the previous constitution.

Certified by:

Date:

CONVENER

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Date:

SECRETARY