

## **The Friends of the Hermitage of Braid and Blackford Hill**

### **Constitution adopted on 30 November 2017**

#### **1 Name, Effective Date and Definitions**

- 1.1 This is the Constitution of the unincorporated association known as "The Friends of the Hermitage of Braid and Blackford Hill", and hereinafter referred to as "FOHB".
- 1.2 This Constitution shall come into effect on the Effective Date.
- 1.3 In this Constitution:-
- (a) "charitable purposes" means charitable purposes within the meaning of Section 7 of CTISA;
  - (b) "clear days" means in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day for which the notice is given or on which the notice is to take effect;
  - (c) "Convener" means that one (if any) of the Trustees who is from time to time and for the time being nominated by the Trustees to be the Convener;
  - (d) "CTISA" means the Charities and Trustee Investment (Scotland) Act 2005 (including any statutory modification or re-enactment thereof for the time being in force);
  - (e) "Effective Date" means the date on which FOHB receives notification from OSCR that either (a) OSCR consents to the adoption of this Constitution as the Constitution of FOHB in so far as this Constitution relates to the charitable purposes of FOHB or (b) OSCR's consent is not required to the adoption of this Constitution as the Constitution of FOHB;
  - (f) "OSCR" means the Office of the Scottish Charity Regulator;
  - (g) "Secretary" means that one (if any) of the Trustees who is from time to time and for the time being nominated by the Trustees to be the Secretary;
  - (h) "Treasurer" means that one (if any) of the Trustees who is from time to time and for the time being nominated by the Trustees to be the Treasurer; and
  - (i) "Trustees" means those persons who from time to time and for the time being hold office pursuant to this Constitution as the Trustees of FOHB, and "Trustee" means any one of such persons.
- 1.4 In this Constitution words importing the singular number only include the plural number, and vice versa.

#### **2 Objectives and Charitable Purposes**

- 2.1 FOHB is established for charitable purposes only.
- 2.2 The charitable purposes of FOHB are to conserve and enhance the landscape, biodiversity and sustainable use of the Hermitage of Braid and Blackford Hill Local Nature Reserve.

- 2.3 In furtherance of the charitable purposes specified in paragraph **2.2** above FOHB shall seek to engage and involve the local community in environmental issues and action through information exchange, education and practical activities.
- 2.4 The income and property of FOHB, whencesoever derived, shall be applied solely towards the promotion of the charitable purposes of FOHB specified in paragraph **2.2** above, and no portion of the income or property of FOHB shall be paid or transferred directly or indirectly by way of dividend, remuneration or otherwise howsoever by way of profit to the members of FOHB; provided that this paragraph **2.4** shall not restrict or prevent any payment in good faith by FOHB of reasonable and proper out of pocket expenses to any member of FOHB or to any Trustee.
- 2.5 In furtherance of the charitable purposes of FOHB specified in paragraph **2.2** above, FOHB may:-
- (a) arrange meetings, exhibitions, talks, surveys and training courses;
  - (b) carry out programmes of practical environmental projects;
  - (c) raise funds in order to further the charitable purposes of FOHB as the Trustees consider appropriate;
  - (d) liaise and work in partnership with other organisations and individuals such as voluntary organisations, local authorities, government departments and individuals;
  - (e) collect, disseminate and exchange relevant information;
  - (f) publicise FOHB's activities through a variety of media (including any website and Facebook);
  - (g) buy, hire, lease or borrow any equipment, tools or other property required to fulfil the charitable purposes of FOHB; and
  - (h) appoint, and if necessary remunerate, professional or other persons on an ad hoc basis.

### 3 Membership

- 3.1 Any member of FOHB on the Effective Date who is not a member of the Management Committee of FOHB on the day immediately preceding the Effective Date shall cease to be a member of FOHB on the Effective Date.
- 3.2 With effect from the Effective Date the members of FOHB shall be those persons who are the members of the Management Committee of FOHB on the day immediately preceding the Effective Date and such other persons as may from time to time be admitted by the Trustees to be members of FOHB.
- 3.3 Only an individual may be a member of FOHB.
- 3.4 Every person who wishes to become a member of FOHB after the Effective Date must confirm in writing or by email, in such form as the Trustees shall approve, that person's agreement or consent to become a member of FOHB.
- 3.5 From and after the Effective Date the Trustees may admit any individual as a member of FOHB.
- 3.6 The Trustees shall not be obliged to give any reason for refusing to admit any person as a member of FOHB.

- 3.7 A member of FOHB shall cease to a member of FOHB:-
- (a) on the delivery to a Trustee of a notice in writing by that member (or on the receipt by a Trustee of an email from that member) resigning as a member of FOHB, with the resignation of the member pursuant to that notice (or email) to take effect on the date of the delivery of that notice to a Trustee (or the date of the receipt of that email by a Trustee) or at such later date as may be specified in the notice (or the email);
  - (b) if that member is a Trustee, on that member ceasing to be a Trustee;
  - (c) on the death of that member;
  - (d) on the termination of that member's membership of FOHB in accordance with paragraph **3.8** below.
- 3.8 The Trustees shall be entitled (but shall not be bound) to terminate the membership of FOHB of any member of FOHB if the Trustees consider that anything done, or not done, by that member of FOHB:
- (a) prevents or prejudices the fulfilment by FOHB of the charitable purposes of FOHB specified in paragraph **2.2** above; or
  - (b) has brought FOHB or the charitable purposes of FOHB into disrepute.
- 3.9 The rights and privileges of a member of FOHB are personal and shall not be transferrable or transmissible by any means.
- 3.10 A register of the members from time to time and for the time being of FOHB shall be kept by the Trustees and shall contain each member's name, address and date of admission to membership of FOHB.
- 3.11 A member of FOHB shall not be required to pay any annual or other subscription to FOHB as a condition of membership of FOHB.

#### **4 Supporters**

- 4.1 The Trustees may admit any individual (or any one or more individuals together) as a supporter (or as joint supporters) of FOHB.
- 4.2 Only an individual may be a supporter (or one of joint supporters) of FOHB.
- 4.3 The Trustees shall not be obliged to give any reason for refusing to admit any person as a supporter, or persons as joint supporters, of FOHB.
- 4.4 A supporter of FOHB shall cease to be a supporter of FOHB:
- (a) on the delivery to a Trustee of a notice in writing by that supporter (or on the receipt by a Trustee of an email from that supporter) resigning as a supporter of FOHB, with the resignation of the supporter pursuant to that notice (or email) to take effect on the date of the delivery of that notice to a Trustee (or the date of the receipt of that email by a Trustee) or at such later date as may be specified in the notice (or the email);
  - (b) on the death of that supporter;
  - (c) on that supporter ceasing to be a supporter of FOHB in accordance with paragraph **4.5** below.

- 4.5 A supporter of FOHB shall cease to be a supporter of FOHB if the Trustees decide that anything done, or not done, by that supporter of FOHB:-
- (a) prevents or prejudices the fulfilment by FOHB of the charitable purposes of FOHB specified in paragraph 2.2 above; or
  - (b) has brought FOHB or the charitable purposes of FOHB into disrepute.
- 4.6 The rights and privileges of a supporter of FOHB shall be personal and shall not be transferable or transmissible by any means.
- 4.7 A register of the supporters of FOHB shall be kept by the Trustees in such form and detail as the Trustees see fit. The register of the supporters of FOHB need not be kept in hard copy form. Details of any supporter of FOHB kept by the Trustees need be no more than the name and email address of that supporter.
- 4.8 A supporter of FOHB shall not be required to pay any annual or other subscription to FOHB as a condition of being a supporter of FOHB.
- 4.9 A supporter of FOHB shall not be a member of FOHB.

## 5 General Meetings

- 5.1 A general meeting of FOHB shall be held in each calendar year as FOHB's annual general meeting in addition to any other general meeting of FOHB held in that calendar year.
- 5.2 Not more than 15 months shall elapse between the date of one annual general meeting of FOHB and that of the next annual general meeting of FOHB.
- 5.3 Each general meeting of FOHB shall be held at such time and place as the Trustees shall appoint.
- 5.4 The Trustees may whenever they think fit convene a general meeting of FOHB.
- 5.5 Each general meeting of FOHB shall be called by at least 14 clear days notice.
- 5.6 The notice of a general meeting of FOHB shall specify (i) the place, the day and the starting time of the general meeting and (ii) the general nature of the business of the general meeting.
- 5.7 Notice of a general meeting of FOHB shall be given in writing or by email to:
- (a) the Trustees;
  - (b) the members of FOHB; and
  - (c) the supporters of FOHB.
- 5.8 The accidental omission to give notice of any general meeting of FOHB to, or the non-receipt of a notice of a general meeting of FOHB by, any person entitled to receive notice of that general meeting shall not invalidate the proceedings at that general meeting.
- 5.9 The business of an annual general meeting of FOHB shall be:
- (a) to consider (i) an income and expenditure account of FOHB for the financial year of FOHB preceding the financial year of FOHB in which the annual

general meeting is held and (ii) the balance sheet of FOHB as at the last day of that preceding financial year;

- (b) to consider a report by the Trustees on the activities of FOHB; and
- (c) such other business as may be proposed or approved by the Trustees.

## 6 Proceedings at General Meeting of FOHB

- 6.1 No business shall be transacted at any general meeting of FOHB unless a quorum of members of FOHB is present at that general meeting; two members of FOHB present in person shall be a quorum for the transaction of business at any general meeting of FOHB.
- 6.2 If within 30 minutes of the time appointed for the start of a general meeting of FOHB a quorum is not present, or ceases to be present during any general meeting of FOHB, the meeting shall be dissolved.
- 6.3 Subject always to paragraph 6.4 below the Convener shall preside as chairperson at every general meeting of FOHB.
- 6.4 If there is no Convener, or if the Convener is not present within 15 minutes after the time appointed for the start of any general meeting of FOHB or is unwilling to act as chairperson of that general meeting of FOHB, those members of FOHB present at that general meeting shall elect one of their number to be chairperson of that general meeting.
- 6.5 The chairperson of a general meeting of FOHB may, with the consent of the general meeting if a quorum is present at the general meeting (and shall if so directed by the general meeting), adjourn the general meeting from time to time and from place to place, but no business shall be transacted at any adjourned general meeting of FOHB other than the business left unfinished at the general meeting of FOHB from which the adjournment took place.
- 6.6 When a general meeting of FOHB is adjourned for 14 days or more, notice of the adjourned general meeting shall be given as in the case of an original general meeting of FOHB.
- 6.7 Save as provided in paragraph 6.6 above, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting of FOHB.
- 6.8 At any general meeting of FOHB a resolution put to the vote of the general meeting shall be decided on a show of hands unless a poll is (before on the declaration of the result of the show of hands) demanded by the chairperson of the general meeting or by any member of FOHB present in person at the general meeting.
- 6.9 Unless a poll be so demanded, a declaration by the chairperson of the general meeting that a resolution has on a show of hands been carried or carried unanimously or carried by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of FOHB shall be conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution.

- 6.10 Except as provided in paragraph **6.13** below if a poll is duly demanded at a general meeting of FOHB the poll shall be taken in such manner and at such time as the chairperson of that general meeting of FOHB directs, and the result of the poll shall be deemed to be the resolution of the general meeting of FOHB at which the poll was demanded.
- 6.11 Any business other than that upon which a poll has been demanded at a general meeting of FOHB may be proceeded with at that general meeting of FOHB pending the taking of the poll.
- 6.12 The demand for a poll may be withdrawn.
- 6.13 A poll demanded on the election of a chairperson or on the question of adjournment shall be taken forthwith.
- 6.14 In the case of an equality of votes at any general meeting of FOHB, whether on a show of hands or on a poll, the chairperson of that general meeting shall be entitled to a second or casting vote.
- 6.15 A resolution in writing signed by or on behalf of all the members of FOHB shall be as valid and effective as if such resolution had been passed at a general meeting of FOHB duly convened and held, and may consist of several documents in the like form each signed by or on behalf of one or more members of FOHB.
- 6.16 A supporter of FOHB shall be entitled to attend and speak, but not to vote, at any general meeting of FOHB.
- 6.17 A Trustee shall, notwithstanding that he or she is not a member of FOHB, be entitled to attend and speak, but not to vote, at any general meeting of FOHB.
- 6.18 The Trustees shall be at liberty to invite any person or persons not being:-
- (a) a member or members of FOHB;
  - (b) a supporter or supporters of FOHB; or
  - (c) a Trustee or Trustees
- to attend and speak, but not to vote, at any general meeting of FOHB.
- 6.19 The Trustees shall cause to be kept such minutes of general meetings of FOHB as the Trustees see fit.

## **7 Votes of Members**

- 7.1 On a show of hands at any general meeting of FOHB every member of FOHB who is present in person at that general meeting of FOHB shall have one vote and on a poll every member of FOHB shall also have one vote.
- 7.2 A poll on any resolution put to the vote at a general meeting of FOHB is the means by which the members of FOHB voting on the resolution can signify on a voting or ballot paper (rather than on a show of hands) whether they are voting for or against, or are abstaining on, the resolution.
- 7.3 No objection shall be raised to the qualification of any voter at any general meeting of FOHB except at the general meeting or adjourned general meeting at which the vote objected to is tendered, and every vote not disallowed at the general meeting shall be valid. Any objection made in due time shall be referred to the chairperson of the general meeting whose decision shall be final and conclusive.

## 8 Trustees

8.1 The Trustees on the Effective Date shall be those persons who on the day immediately preceding the Effective Date are members of the Management Committee of FOHB pursuant to the Constitution of FOHB in force on the day immediately preceding the Effective Date.

8.2 The number of Trustees at any time in office shall not be less than three, and the number of Trustees at any time in office shall not exceed 10.

8.3 The Trustees shall nominate:-

- (a) one of the Trustees to be the Convener of FOHB;
- (b) one of the Trustees to be the Secretary of FOHB; and
- (c) one of the Trustees to be the Treasurer of FOHB

provided always that the Trustees may nominate the same Trustee to be both the Secretary of FOHB and the Treasurer of FOHB.

8.4 The Trustees shall have power from time to time and at any time to appoint any person to be a Trustee either to fill a vacancy or as an addition to the existing Trustees, but so that the total number of Trustees at any time in office shall not exceed 10.

8.5 The office of a Trustee shall be vacated if he or she:-

- (a) resigns as a Trustee by notice in writing delivered to another Trustee, with the resignation to take effect as from the date of the delivery of the notice to another Trustee or at such later date as shall be specified in the notice; or
- (b) is directed by OSCR pursuant to section 31 of CTISA to stop representing any charity established under the law of Scotland or managed or controlled wholly or mainly in or from Scotland whether generally or in respect of any specified activity; or
- (c) is disqualified from being a charity trustee pursuant to CTISA

or if the other Trustees unanimously resolve that he or she be removed from office as a Trustee.

8.6 The continuing Trustees may act notwithstanding any vacancy in their number, but if and for so long as the number of Trustees is reduced below three the continuing Trustees may act for the purposes of:

- (a) increasing the number of the members of FOHB;
- (b) increasing the number of Trustees; and/or
- (c) convening a general meeting of FOHB

but for no other purpose.

8.7 The Trustees are not subject to retirement by rotation.

8.8 All acts done by the Trustees or by any person acting as a Trustee shall, notwithstanding that it will be afterwards discovered that there was some defect in

the appointment of any Trustee or of any person acting as a Trustee, be as valid as if every Trustee or every such person had been duly appointed.

8.9 The business and activities of FOHB shall be managed by the Trustees.

## 9 Meetings of the Trustees

9.1 The Convener shall be the chairperson of meetings of the Trustees.

9.2 If at any meeting of the Trustees the Convener is not present within 15 minutes after the time appointed for the meeting or if there is no Convener, the Trustees present at the meeting may elect one of their number to be chairperson of the meeting.

9.3 Any Trustee may, and the Secretary of FOHB on the requisition of any Trustee shall, convene a meeting of the Trustees.

9.4 Unless all the Trustees otherwise agree, not less than 14 clear days notice of any meeting of the Trustees shall be given to each of the Trustees.

9.5 Subject to paragraph 9.4 above, the Trustees may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, provided always that the Trustees shall meet not less than three times in each calendar year.

9.6 Each Trustee shall have one vote, and any question arising at any meeting of the Trustees shall be determined by a majority of the votes of the Trustees present. In the case of any equality of votes at a meeting of the Trustees, the chairperson of the meeting shall have a second or casting vote.

9.7 The quorum of Trustees necessary for the transaction of business by the Trustees at any meeting of the Trustees may be fixed by the Trustees, and unless fixed by the Trustees shall be two.

9.8 A meeting of the Trustees may consist of a conference between Trustees who are not all in one place, but of whom each is able to speak to each of the others and to be heard by each of the others simultaneously. Alternatively, a meeting of the Trustees can take place by a series of telephone calls from the chairperson of the meeting. A Trustee taking part in such a conference or telephone call shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled or, if there is no such group or if the meeting takes place by a series of telephone calls from the chairperson, where the chairperson of the meeting then is. The words "meeting" when referring to a meeting of the Trustees in this Constitution shall be construed accordingly.

9.9 A resolution in writing signed by all the Trustees shall be as valid and effective as if the resolution had been passed at a meeting of the Trustees duly convened and held, and may consist of several documents in the like form each signed by one or more of the Trustees.

9.10 The Trustees may invite or allow any person as the Trustees may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Trustees.

9.11 A Trustee shall absent himself or herself from the discussion at any meeting or meetings of the Trustees and from any vote of the Trustees if that Trustee has an interest in the discussion or in the vote which conflicts or may conflict with the interest of FOHB.



9.12 The Trustees shall cause to be kept such minutes of meetings and decisions of the Trustees as the Trustees see fit.

## 10 **Secretary**

The Trustees may delegate or devolve to the Secretary such responsibilities and duties as the Trustees see fit.

## 11 **Treasurer**

The Trustees may delegate or devolve to the Treasurer such responsibilities and duties as the Trustees see fit.

## 12 **Accounts**

12.1 The Trustees shall cause to be kept such accounting records as are reasonably required to record and explain the transactions, assets and liabilities of FOHB.

12.2 Without prejudice to paragraph **12.1** above, FOHB shall comply with the requirements of Section 44 of CTISA.

## 13 **Notices**

13.1 A notice may be given by FOHB to any member of FOHB, or to any supporter of FOHB, by post or by e-mail.

13.2 Where a notice is given by post, the notice shall be deemed to be given:

- (a) in the case of a notice of a general meeting of FOHB, at the expiry of 48 hours after the envelope containing the notice was posted; and
- (b) in any other case, at the time when the notice would be delivered in the ordinary course of post.

13.3 Where a notice is given by e-mail, the notice shall be deemed to be given at the expiry of 24 hours from the time the notice was emailed to the e-mail address of the addressee of the notice supplied by that addressee to FOHB or to a Trustee of FOHB, provided that neither FOHB nor a Trustee of FOHB has received notice in writing or by e-mail from that addressee that that e-mail address is no longer to be used by FOHB as the e-mail address of that addressee.

13.4 A member of FOHB and a supporter of FOHB present at any general meeting of FOHB shall be deemed to have received notice of that general meeting and, where requisite, of the purposes for which that general meeting was called.

13.5 A notice or document may be made available or supplied to a member of FOHB or to a supporter of FOHB if that notice or document is posted on the website of FOHB and a notice or e-mail is sent to that member or supporter advising that that notice or document is available on the website of FOHB.

## 14 **Alterations**

This Constitution may be altered or replaced (and may only be altered or replaced) by a resolution of the members of FOHB passed at a duly convened and held general meeting of FOHB, provided always that:-

- (a) at least two thirds of the votes cast on the resolution are in favour of the resolution; and

- (b) no alteration or replacement of this Constitution which requires the approval of OSCR pursuant to CTISA shall be made or have effect unless or until that approval of OSCR has been obtained.

## 15 **Dissolution**

- 15.1 FOHB may be dissolved, and may only be dissolved, by a resolution of the members of FOHB passed at a duly convened and held general meeting of FOHB, provided always that not less than two thirds of the votes cast on the resolution are cast in favour of the resolution.
- 15.2 If upon the winding-up or dissolution of FOHB there remains, after the satisfaction of all FOHB's debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of FOHB but shall be given or transferred to some other charitable body or bodies having charitable purposes similar to the charitable purposes of FOHB (in respect of the Hermitage of Braid and Blackford Hill Local Nature Reserve or somewhere else in Edinburgh or Midlothian) and which prohibits or prohibit the distribution of its or their income and property to its or their members to an extent at least as great as is imposed on FOHB under or by virtue of paragraph 2.4 above, such body or bodies to be determined by the members of FOHB at or before the time of dissolution, and in so far as effect cannot be given to the aforesaid provision, then to some other charitable purpose.