

**CONSTITUTION**  
of  
**Cranshaws, Ellemford & Longformacus Community Association**  
Adopted on 23<sup>rd</sup> August 2004  
(Amended on Tuesday 12<sup>th</sup> December 2012)

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**NAME**

- The name of the association is  
**“Cranshaws, Ellemford & Longformacus Community Association”**  
if abbreviated **“CELCA”**

**OBJECTS**

- The Association’s Objects are:

- a) To promote for the benefit of the inhabitants of the Cranshaws, Ellemford and Longformacus area (the area being defined by the boundary of the local Community Council and hereinafter referred to as “the Area”) the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interest of social welfare with the object of improving the condition of life of the said inhabitants;
- b) To provide funds for the relief of poverty, the promotion of education and religion in the Area and for any other purpose which shall be regarded as charitable in law. Declaring however that it is not intended that funds will be used for purposes which are the statutory responsibility of the local authority;
- c) As all monies raised by or on behalf of the Association shall be applied to further the objects of the Association 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 Association and fees to professional and technical advisers.

## POWERS

3. In pursuance of the objects set out in clause 2 (but not otherwise), the association shall have the following powers:
  - a) To enter into agreements with wind farm operators whereby funds are paid for the benefit of the residents in the Area and to draw up and administer a system for dispersing funds received as a result of such agreements.
  - b) To maintain records of all applications for funding, and detailed records of all projects which receive funding, keep the financial accounts and minutes of all meetings.
  - c) To engage such Consultants or Advisors as are deemed appropriate from time to time.
  - d) To effect insurance of all kinds (which includes Officers liability insurance).
  - e) To take such steps as may be deemed appropriate for the purpose of raising funds for association activities.
  - f) To invest any funds which are not immediately required for the association’s activities, in such investments as maybe considered appropriate (and to dispose of, and vary, such investments).
  - g) To do anything which may be incidental or conducive to the furtherance of any of the association’s objects. To improve manage,

develop, or otherwise deal with, all or any part of the property or rights of the association.

- h) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- i) To carry out such other activities which further any of the above objects.

## GENERAL STRUCTURE

4. The structure of the association shall consist of:

- a) **The members** – They have the right to attend **ALL** the General Meetings called by the Management Group, and have important powers under the constitution; the right to vote on matters brought before said meetings, in particular, to take decisions on any applications for funding over £10,000, and to take decisions in relation to changes to the constitution itself.
- b) **The Management Group** – who hold regular meetings during the period between annual general meeting and generally control and supervise the activities of the association; in particular the management group is responsible for monitoring the financial position of the association and taking decisions on any application for funding under £10,000.

## QUALIFICATIONS FOR MEMBERSHIP

5. Membership is automatic, to **any person**, over 16 years of age, whose main residence is in the association's area, which is defined as that area within the boundary of the existing Cranshaws, Ellemford & Longformacus Community Council. A member, who ceases to reside in the said area, ceases to be a member.

6. No membership subscription shall be payable.

7. A register of members, based on the voters roll (with necessary updates) shall be maintained by the Management Group, setting out the full names & addresses of each member.

8. Expulsion from membership – any person may be expelled from membership by way of a resolution passed by majority vote at a general meeting of members, provided 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.

## GENEREAL MEETINGS (meeting of members)

9. The management group shall convene an annual general meeting in each year (but excluding the first year in which the association is formed); not more than 60 days from the end of the financial year.
10. The business of each general meeting shall include:-
  - a) A report by the chair on the activities of the association
  - b) Consideration of the annual accounts of the association
  - c) The election/ re-election of those members of the management group referred to in clause 24
11. The management group may convene a special general meeting at any time.
12. Notice of general meetings – at least 14 days' clear notice must be given of any annual general meeting or special general meeting, the notice must indicate the general nature of any business to be dealt with at the meeting, and in the case of a resolution to alter the constitution, must set out the terms of the proposed alteration.
13. Notice of every general meeting shall be given (in accordance with clause 46) to all the members of the association, and to all members of the management group.
14. A request signed by 10 ordinary members of the association can demand a SGM, which must be called within six weeks.

## PROCEDURES AT GENERAL MEETINGS

15. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be nine members, present in person of which at least three must be management group members. In the event of there being no quorum present at the meeting within thirty minutes of the time at which the meeting was called, the meeting shall then be adjourned to the same day in the next week at the same time and place or to such other time and place as the Management Group may consider and shall have notified all members.

16. Every member shall have one vote, which (whether on a show of hands or on a ballot) must be given personally.
17. If there are an equal number of votes for and against any resolution the chairperson of the meeting shall be entitled to a casting vote.
18. A resolution put to the vote at a general meeting shall be decided by a show of hands, unless a ballot vote is demanded by the chairperson (or by two members present, in person, at the meeting); a ballot may be demanded either before the show of hands takes place, **or immediately** after the result of the show of hands is declared.
19. If a ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

## THE MANAGEMENT GROUP

20. The maximum number of members of the management group shall be eighteen.
21. Membership of the Management Group is appointed as follows:
  - a) The ten serving Community Councillors – (already elected to represent the community residents) would be automatically appointed to the management group. If they cease to be community councillors, they forfeit their place on the management group, which would then be filled by their successor.
  - b) Eight other members to be elected at a general meeting from the membership of the association, (subject to clause 20 and 22).
22. The management group may at any time (subject to clause 20) co-opt any member to be a member of the management group, and in exceptional circumstances the management group could co-opt a non-member onto the group, for his/her expertise or specialist knowledge – such co-options of non-members would be limited to two.
23. Termination of Office – a member of the management group shall automatically vacate office if:-
  - a) He/she ceases to reside in the association area and therefore ceases to be a member of the association (exception being those non-residents co-opted to the management group under clause 22).

- b) He/she ceases to be a community councillor, whose place will be taken by their successor – they would (subject to clause 20) be eligible immediately for co-option/election as members of the association.
  - c) He/she becomes debarred under any statutory provision from being involved in the administration or management of a charity.
  - d) He/she becomes incapable for medical reasons of fulfilling the duties of their office and such incapacity is expected to continue for a period of more than six months.
24. Serving Community Councillors shall be *ex officio* members of the Management Group during their period of office as Community Councillors. Any members co-opted on to the Management Group shall serve until the first Annual General Meeting occurring twelve months after the date of their co-option, subject to being eligible for election or re-election. Members elected at one Annual General Meeting shall serve until the termination of the next following Annual General Meeting.

## OFFICE BEARERS

25. The management committee shall elect from among themselves a chair, a treasurer and a secretary, and such other office bearers (if any) as they consider appropriate. All office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.
26. A person elected to any office shall cease to hold that office if they cease to be a member of the management group or if they resign from that office by written notice to that effect.

## POWERS OF THE MANAGEMENT

27. The main task of the management group is to consider and make decisions on applications for the funding of projects (and proposals) with a value of £10,000 or under. Projects over £10,000 will be referred to a SGM of members.
28. Except as otherwise provided in this constitution the association and its assets and undertaking shall be managed by the management group, who may exercise all the powers of the association.
29. A meeting of the management group at which a quorum is present may exercise all the powers exercisable by the management group.

## PERSONAL INTEREST

30. A member of the management group must declare at a meeting of the management group if he/she (or a relative or associate) has a personal interest in any transaction or the other arrangement which the association is proposing to enter into; he/she will be debarred from voting on the question of whether or not the association should enter into that arrangement. When the association is considering an application for funding, where a large number or the entire membership may have a personal interest in a particular community project, voting arrangements will be at the discretion of the chair of the management group. All declarations of personal interest must be minuted.
31. Any members of the association, including the members of the management group, are entitled to submit application forms for funding and entitled to join in discussion on that proposal, but the signatories are debarred from voting on the outcome.
32. No members of the management group may be given any remuneration by the association for carrying out his/her duties as a member of the management group. The members of the management group may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings or otherwise in connection with the carrying out of their duties or carrying out the business of the association.

## PROCEDURES AT MANAGEMENT GROUP MEETINGS

33. Any member of the management group may call a meeting of the management group or request the secretary to call said meeting.
34. Questions arising at a meeting of the management group shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
35. No business shall be dealt with at a meeting of the management group unless a quorum is present; the quorum for the meetings of the management group shall be seven. If at any time the number of management group members falls below the number fixed as the quorum, the remaining management group member(s) may act only for the purpose of filling vacancies or calling a general meeting.
36. Unless he/she is unwilling to do so, the chair of the association shall preside as chairperson at every management group meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not

present 15 minutes after the meeting was due to commence, those management group members present can elect from among themselves the person who will act as chairperson for that meeting.

37. The management group may, at its discretion, allow any person who they reasonable consider appropriate, to attend and speak at any meeting of the management group; for the avoidance of doubt, any such person who is invited to attend a management group meeting shall not be entitled to vote.
38. The management group may delegate any of their powers to any sub-committee consisting of one or more management group members and such other person (if any) as the management group may determine; they may also delegate to the chair of the association (or the holder of any other post) such of their powers as they may consider appropriate.
39. Any delegation of powers under clause 37 may be made subject to such conditions as the management group may impose and may be revoked or altered.
40. The rules of procedure for any sub –committee shall be as prescribed by the management group.

#### OPERATION OF ACCOUNTS AND HOLDING OF PROPERTY

41. The signatures of two out of three signatories appointed by the management group shall be required in relation to all operations (other than the lodgement of funds) on the bank and building society accounts held by the association.
42. The title to all property (including any land or buildings, and any investments) shall be held in the name of the Chair, Treasurer or Secretary of the association (and their successors in office).

#### MINUTES

43. The management group shall ensure that minutes are made of all proceedings at general meetings, management group meetings and meetings of committees; a minute of any meeting shall include the names of those present.

#### ACCOUNTING RECORDS AND ANNUAL ACCOUNTS

44. The management group shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

45. The management group shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provision or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

## NOTICES

46. Notice of all general meetings will be displayed on the village notice boards. Notice of the AGM will be printed in the local press. Any other notice which requires to be given to a member under this constitution shall be in writing; such notice may be given personally or sent by post, addressed to their last known address.

## ALTERATION TO THE CONSTITUTION

47. The constitution may be altered by a resolution passed by not less than two-thirds of those members present and voting at a general meeting, provided 21 clear days' notice is given for the meeting, and of the statement of content of the resolution, in accordance with the constitution laid down in the constitution.

## DISSOLUTION

48. If the management group determines that it is necessary or appropriate that the association be dissolved, it shall convene a meeting of members; not less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given. If the proposal by the management group to dissolve the association is confirmed by two-thirds majority of those members present and voting at the meeting convened under this clause, the management group shall have power to dispose of any assets held by or on behalf of the association – and any assets remaining after satisfaction of the debts and liabilities of the association shall be transferred to some other charitable body or bodies having objects similar to those of the association; the identity of the bodies to which such assets are transferred shall be determined by the members of the association at, or prior to, the time of dissolution.

## INTERPRETATION

49. For the purposes of this constitution, "Charitable" shall be interpreted as charitable within the meaning of Section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment of the provisions of that section); "charity" shall be interpreted accordingly.

## INITIAL MANAGEMENT GROUP MEMBERS

50. The initial management group members are:-

<b>The serving community councillors</b>		
Mrs. Maureen Ferguson, Chairperson	4 Lammermuir cottages, Cranshaws, TD11 3SJ	Tel: 01361 890 292
Mrs. Margaret McIntosh, Vice Chair	Tighvonie, Longformacus, Duns, TD11 3PB	Tel: 01361 890 273
Mrs. Joyce Richardson, Treasurer	No. 6 Cottage, Ellemford, Duns, TD11 3SG	Tel: 01361 890 352
Mr. John McIntosh, Secretary	Tighvonie, Longformacus, Duns, TD11 3PB	Tel: 01361 890 273
Mr. David Lochhead,	No. 6 Cranshaws Farm Cottages, Cranshaws	Tel: 01361 890 644
Mrs. Evelyn Mycock,	Rigfoot Cottage, Ellemford, Duns.	Tel: 01361 890 321
Mr. Crawford Smith,	No. 5 Cottage, Ellemford, Duns.	Tel: 01361 890 340
Mrs. Sheila Pate,	Horseupcleugh, Longformacus, Duns.	Tel: 01361 890 225
Mr. William Renton,	Whinmore, Gifford Road, Longformacus, Duns.	Tel: 01361 890 669
Mrs. Norma Smith,	Old Gamekeeper's Cottage, Longformacus, Duns.	Tel: 01361 890 689

Also co-opted into management group:

Representing landowners within the association area		
Mr. Alexander Pate,	Comfortlee Cottage, Redpath Farm, Longformacus, Duns TD11 3NY	Tel: 01361 890 313

There are several other vacant positions which will hopefully be filled at the next Special General Meeting to be held in: - Longformacus Village Hall after the adoption/registration of this constitution.

## ADOPTION OF CONSTITUTION

This Constitution, after being unanimously agreed by the membership of Cranshaws, Ellemford & Longformacus Community Association, was adopted at an Annual General Meeting held in Longformacus Village Hall on Tuesday 12<sup>th</sup> December, 2012.

(The amended constitution was lodged with OSCR with accompanying forms 17.11.15)

For Amended Constitution

..... Chairperson

.....  
Treasurer

	Road, Longformacus, Duns.	
Mrs. Norma Smith,	Old Gamekeeper's Cottage, Longformacus, Duns.	Tel: 01361 890 689

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For Amended Constitution

..... *Alexander Pate* 17.11.15 .....  
Chairperson

Treasurer..... *M. Mycoo* ..... 14-11-2015.....

*Current treasurer and also on the date of the adoption of the changed constitution, 12-12-2012*