

## **CONSTITUTION**

of

### **Scottish Churches' China Group**

**Scottish Charity Number SC033740**

(adopted on 5<sup>th</sup> February 2004)

(amended on 5<sup>th</sup> March 2008 and 23rd March 2010)

<b>CONTENTS</b>		
<b>GENERAL</b>	name, objects, powers, general structure	clauses 1-4
<b>MEMBERS</b>	qualifications, application, subscription, register, withdrawal, expulsion	clauses 5-14
<b>GENERAL MEETINGS (meetings of members)</b>	general, notice, procedure	clauses 15-28
<b>MANAGEMENT COMMITTEE</b>	maximum number, eligibility, election/retiral/re-election, termination of office, register, office bearers, powers, personal interests	clauses 29-45
<b>MANAGEMENT COMMITTEE MEETINGS</b>	Procedure	clauses 46-51
<b>ADMINISTRATION</b>	committees, operation of bank accounts etc., minutes, accounting records and annual accounts, notices	clauses 52-60
<b>MISCELLANEOUS</b>	dissolution, alterations to the constitution, interpretation	clauses 61-66

#### **Name**

1. The name of the association is "The Scottish Churches' China Group, hereafter referred to as SCCG.

The SCCG is an ecumenical Group incorporating representatives of Christian Churches and Fellowships in Scotland, working in close partnership with the China Forum of Churches Together in Britain and Ireland (CTBI).

### **Objects**

2. SCCG's objects are:
  - (a) To advance education, promote good health and promote the benefit, in the interest of social welfare, of those living in China.
  - (b) To advance the education of the general public, membership of SCCG, churches and secular institutions about the cultural, social, political and religious aspects of China.
  - (c) To advance, encourage and support the Christian witness in China.

### **Powers**

3. In pursuance of the objects set out in clause 2 (but not otherwise), SCCG shall have the following powers:-
  - (a) To arrange and carry out consultation, meetings, visits, exchanges, literature, presentations, study and teaching activities.
  - (b) To carry on any other activities which further any of the above objects.
  - (c) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for SCCG's activities.
  - (d) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of SCCG.
  - (e) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of SCCG.
  - (f) To borrow money, and to give security in support of any such borrowings by SCCG.
  - (g) To employ such staff as are considered appropriate for the proper conduct of the SCCG's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff.
  - (h) To recruit and sponsor such personnel as will enable the SCCG to carry out its stated Objects.
  - (i) To engage such consultants and advisers as are considered appropriate from time to time.
  - (j) To effect insurance of all kinds (which may include officers' liability insurance).

- (k) To invest any funds which are not immediately required for SCCG's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- (l) 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 SCCG's objects.
- (m) To establish and/or support any other charitable body, and to make donations and/or grants for any charitable purpose falling within SCCG's objects.
- (n) To form any charitable company with similar objects to those of SCCG, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of SCCG's assets and undertaking.
- (o) To take such steps as may be deemed appropriate for the purpose of raising funds for SCCG's activities.
- (p) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (q) To take out membership of any organisation whose activities and interests would be beneficial and compatible with the aims of SCCG.
- (r) To do anything which may be incidental or conducive to the furtherance of any of SCCG's objects.

### **General structure**

4. The structure of SCCG shall consist of:-
  - (a) the MEMBERS - who have the right to attend the annual general meeting (and any special general meeting) and have important powers under the constitution; in particular, the members elect people to serve on the management committee and take decisions in relation to changes to the constitution itself.
  - (b) Members shall meet in Plenary Session a minimum of twice per calendar year.
  - (c) the MANAGEMENT COMMITTEE - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of SCCG; in particular, the management committee is responsible for monitoring the financial position of SCCG.

### **Membership**

5. The membership will be open to representatives nominated by Christian Churches and Fellowships in Scotland.
6. Other individuals may be co-opted to both the Plenary and the

Management Committee, as appropriate for specific purposes.

7. Study Sessions of the SCCG Plenary will be open to any interested individuals but voting on substantive issues will be limited to members.
8. An employee of SCCG shall not be eligible for membership; a person who becomes an employee of SCCG after admission to membership shall automatically cease to be a member.
9. Member Churches and Fellowships will be encouraged to contribute resources e.g. personnel, financial support, hospitality etc.
10. The management committee may, at its discretion, refuse to admit any person to membership.
11. The management committee shall consider each application for membership at the first management committee meeting which is held after receipt of the application; the management committee shall, within a reasonable time after the meeting, notify the applicant of its decision on the application.
12. No membership subscription shall be payable.

### **Register of members**

13. The management committee shall maintain a register of members, setting out the full name and address of each member, the date on which s/he was admitted to membership, and the date on which any person ceased to be a member.

### **Expulsion from membership**

14. Any person may be expelled from membership by way of a resolution passed by majority vote at a general meeting (meeting of members), 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.

### **General meetings (meetings of members)**

15. The management committee shall convene an annual general meeting each calendar year; not more than 15 months shall elapse between one annual general meeting and the next.

16. The business of each annual general meeting shall include:-
  - (a) a report by the chair on the activities of SCCG
  - (b) consideration of the annual accounts of SCCG
  - (c) the election/re-election of members of the management committee, as referred to in clause 31.
  - (d) The appointment/re-appointment of an auditor or independent examiner
17. The management committee may convene a special general meeting at any time; If a notice signed by 6 [six] or more members requesting a special general meeting is received by the association, the management committee must convene a special general meeting within 6 [six] weeks from the date on which the notice was received following the procedure outlined in clause 18 below

### **Notice of general meetings**

18. At least 21 clear days' notice must be given (in accordance with clause 60) 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.
19. The reference to "clear days" in clause 18 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.
20. Notice of every general meeting shall be given (in accordance with clause 60) in writing to all the members of SCCG, and to all the members of the management committee.

### **Procedure at general meetings**

21. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be one-third of the members, present in person, each being a member or a proxy for a member.
22. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
23. The Convener of SCCG shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the Convener is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the members of the management committee present at the meeting

shall elect from among themselves the person who will act as chairperson of that meeting.

24. The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
25. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally or by proxy. All questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote; A member who wishes to appoint a proxy to vote on his/her behalf at any meeting must lodge with SCCG, prior to the time when the meeting commences, a written proxy form, signed by him/her; A proxy need not be a member of the association; A member shall not be entitled to appoint more than one proxy to attend the same meeting; A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed him/her to speak at the meeting.
26. If there is an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.
27. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two persons present at the meeting and entitled to vote, whether as members or as proxies for members); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
28. If a secret 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.

#### **Maximum number of management committee members**

29. The maximum number of members of the management committee shall be 8 [eight].

#### **Eligibility**

30. A person shall not be eligible for election/appointment to the management committee unless he/she is a member/co-opted member of SCCG.

#### **Election, retiral, re-election**

31. The management committee may at any time appoint any member to be a member of the management committee (subject to clause 29); the management committee shall also have the power to co-opt to the committee any other person or member as they consider necessary to further the aims and objectives of SCCG.

32. All of the members of the management committee, including office-bearers, shall serve for a period of three years and shall retire at the end of the third AGM following their election to the management committee but shall then be eligible for re-election for a further term or terms to the same or another office.

### **Termination of office**

33. A member of the management committee shall automatically vacate office if:-
- (a) he/she becomes debarred under any statutory provision from being involved in the administration or management of a charity;
  - (b) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months;
  - (c) he/she ceases to be a member of SCCG;
  - (d) he/she becomes an employee of SCCG;
  - (e) he/she resigns office by notice to SCCG;
  - (f) he/she is absent (without permission of the management committee) from more than three consecutive meetings of the management committee, and the management committee resolve to remove him/her from office.

### **Register of management committee members**

34. The management committee shall maintain a register of management committee members, setting out the full name and address of each member of the management committee, the date on which each such person became a management committee member, and the date on which any person ceased to hold office as a management committee member.

### **Officebearers and Management Committee Members**

35. The members shall elect at the appropriate AGM from among themselves a Convener, a Treasurer and up to 6 [six] other committee members, including co-optees.
36. The management committee may appoint a Secretary to the Group.
37. All of the committee members shall cease to hold office at the conclusion of the third annual general meeting following their election, but shall then be eligible for re-election.
38. A person elected to any office shall cease to hold that office if he/she ceases to be a member of the management committee or if he/she resigns from that office by written notice to that effect.

### **Powers of management committee**

39. Except as otherwise provided in this constitution, SCCG and its assets and undertaking shall be managed by the management committee, who may exercise all the powers of SCCG.
40. A meeting of the management committee at which a quorum is present may exercise all powers exercisable by the management committee.

### **Personal interests**

41. A member of the management committee who has a personal interest in any transaction, arrangement or other matter which SCCG is proposing to enter into or is involved with, must declare that interest at a meeting of the management committee; he/she will be debarred from voting on the question of whether or not SCCG should enter into that arrangement or otherwise in relation to that matter.
42. For the purposes of clause 41, a person shall be deemed to have a personal interest in an arrangement or other matter if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement or other matter.
43. Provided he/she has declared his/her interest - and has not voted on the question of whether or not SCCG should enter into the relevant arrangement - a member of the management committee will not be debarred from entering into an arrangement with SCCG in which he/she has a personal interest (or is deemed to have a personal interest under clause 42) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
44. No member of the management committee may serve as an employee (full time or part time) of SCCG, and no member of the management committee may be given any remuneration by SCCG for carrying out his/her duties as a member of the management committee.
45. The members of the management committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the management committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

### **Procedure at management committee meetings**

46. Any two members of the management committee may call a meeting of the management committee or request the Convener to call a meeting of the management committee; otherwise the



management committee shall meet not less than six times per calendar year.

47. Questions arising at a meeting of the management committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
48. No business shall be dealt with at a meeting of the management committee unless a quorum is present; the quorum for meetings of the management committee shall be one-third, or not less than 3 [three].
49. If at any time the number of management committee members in office falls below the number fixed as the quorum, the remaining management committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting.
50. Unless he/she is unwilling to do so, the Convener of the association shall preside as chairperson at every management committee meeting at which he/she is present; if the Convener is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the management committee members present shall elect from among themselves the person who will act as chairperson of the meeting.
51. The management committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the management committee; for the avoidance of doubt, any such person who is invited to attend a management committee meeting shall not be entitled to vote.

#### **Delegation to sub-committees**

52. The management committee may delegate any of their powers to any sub-committee consisting of one or more management committee members and such other persons (if any) as the management committee may determine; they may also delegate to the convener of SCCG (or the holder of any other post) such of their powers as they may consider appropriate.
53. Any delegation of powers under clause 52 may be made subject to such conditions as the management committee may impose and may be revoked or altered.
54. The rules of procedure for any sub-committee shall be as prescribed by the management committee.

#### **Operation of accounts and holding of property**

55. 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 SCCG; at least one out of the two signatures must be the signature of the Treasurer.

56. The title to all property (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be held either in the names of the Convener, Treasurer and Secretary (if any) of SCCG (and their successors in office) or in name of a nominee company holding such property in trust for SCCG; any person or body in whose name SCCG's property is held shall act in accordance with the directions issued from time to time by the management committee.

### **Minutes**

57. The management committee shall ensure that minutes are made of all proceedings at general meetings, management committee meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.

### **Accounting records and annual accounts**

58. The management committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
59. The management committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

### **Notices**

60. Any notice which requires to be given to a member under this constitution shall be in writing; such a notice may either be given personally to the member or be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to SCCG.

### **Dissolution**

61. If the management committee determines that it is necessary or appropriate that SCCG be dissolved, it shall convene a meeting of the members; not less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given.
62. If a proposal by the management committee to dissolve SCCG is confirmed by a two-thirds majority of those present and voting at the general meeting convened under clause 61 the management committee shall have power to dispose of any assets held by or on behalf of SCCG - and any assets remaining after satisfaction of the debts and liabilities of SCCG shall be transferred to some other charitable body or bodies having objects similar to those of SCCG; the identity of the body or bodies to which such assets are transferred shall be determined by the members of SCCG at, or prior to, the time of dissolution.

63. For the avoidance of doubt, no part of the income or property of SCCG shall (otherwise than in pursuance of SCCG's charitable objects) be paid or transferred (directly or indirectly) to the members, either in the course of SCCG's existence or on dissolution.

#### **Alterations to the constitution**

64. Subject to clause 65, the constitution may be altered by a resolution passed by not less than two-thirds of those present and voting at a general meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clauses 18, 19 and 20.
65. No amendment to clauses 3, 44, 62 or 63 of the constitution may be made if the effect would be that SCCG would cease to be a charity.

#### **Interpretation**

66. For the purposes of this constitution, the word "charitable" shall have the meaning ascribed to it for purposes common to the Charities and Trustee Investment (Scotland) Act 2005, and the Taxes Acts, including any statutory amendments or re-enactments for the time being in force; and the term "charity" shall be interpreted accordingly.