

# The T-Exchange

## Constitution

### 1 Name and profile

1.1 The Moray Firth makerspace is a Club in the form of an unincorporated, non-profit-making association and shall be called "The T-Exchange".

1.2 The T-Exchange shall promote its business in a professional and socially responsible manner, adopting a coherent house style across all media in promoting its name and image.

### 2 Objectives

2.1 The objectives for which the Club is established are:

2.1.1 To grow a self-sustainable, community group to promote and encourage scientific, technical, artistic, craft and business skills through social collaboration, experiment and education.

2.1.2 To stimulate, through the exchange of ideas and skills, entrepreneurial attitudes and the making of innovative products.

2.1.3 To organise activities of any kind designed to improve the facilities and amenities available to members.

2.1.4 To present to the wider community the products of the Club's activities with the purpose of encouraging the understanding of the Club's interests.

2.1.5 In order to emphasise the above objectives the Club will support the British Science Association according to article 4.7 herein.

### 3 Membership

3.1 Membership is non-transferable.

3.2 A register of members will be kept by the association and made available to members.

3.3 Membership is open to persons over the age of 13 years.

3.4 Members are required at all times to abide by the Rules of the Club and in particular those relating to health and safety.

### 4 Classes of Membership

4.1 The Club shall consist only of Full members and Associate members.

4.2 Only Full members shall be referred to below as Full Members or Members.

4.3 Only Associate members shall be referred to below as Associates.

4.4 Full Members shall be any person complying with 3.3 above, applying for membership, being accepted and paying an annual subscription according to the charges in force at any one time. Full Members are entitled to take part in the management of the Club's affairs and have full voting rights.

Full Members will be expected to attend at least two Club meetings per year and are expected to contribute their skills and knowledge to aid the aims of the Club. They are expected to honour any public activity to which they have previously agreed to contribute. They are also entitled to benefit from any discounted trading arrangements made by the Club from time to time.

4.5 Associate membership is for supporters who, through reason of remoteness or disability, may be unable to attend Club meetings but wish to support the Club objectives. Associates are not entitled to take part in the management of the Club's affairs and have no voting rights. Neither are they entitled to benefit from any discounted trading arrangements made by the Club. Associates, like Full Members, will be on a circulation list for general notices and will be given access to any Private pages on the Club website.

4.6 Children under the age of 16 will be permitted to attend Club meetings or functions only in the care of a supervising parent or guardian who must assume responsibility for the child and be present for the whole period of the attendance.

4.7 It is a condition of Full Membership that each such Member shall register with the Moray and Highland Branch of the British Science Association as a member or volunteer. Associates may choose to register with the British Science Association.

## **5 Termination of Membership**

5.1 Membership is terminated if:

5.1.1 A Full Member resigns by written or e-mail notice to the Club Secretary unless, after the resignation, there would be fewer than three members.

5.1.2 An Associate resigns by email or written request.

5.2 Expulsion of Members

5.2.1 A resolution to remove a Member from membership may only be passed if:

5.2.1.1 any sum due from the Member to the Club is not paid in full within ten weeks of it falling due;

5.2.1.2 the Member fails to abide by the Health and Safety Rules;

5.2.1.3 the Member has been given at least 21 days notice in writing of the meeting of the Coordinating Group at which the resolution will be proposed and the reasons why it is to be proposed;

5.2.1.4 the Member or, at the option of the member, the member's representative (who need not be a member of the Club) has been allowed to make representations to the meeting;

5.2.1.5 the Member has been irregularly elected or has infringed the Rules of the Club or has brought the Club into disrepute.

5.2.2 Any Member voted to be expelled from the Club by the Coordinating Group may call an Extraordinary General Meeting if supported by a petition signed by more than one third of the registered members of the Club and within sixty days of the Coordinating Group's decision. Between the time of expulsion and the EGM the member will be suspended and may not take part in any of the club's activities.

## **6 Subscriptions and Charges**

6.1 Members shall pay an annual subscription within one month of the date of the AGM according to a scale of fees, which is subject to alteration by agreement of Club Members at the AGM or at a special EGM.

6.2 Members aged 18 or under, or who are undergoing a full-time course of education, will not be required to pay an annual subscription.

6.3 Any Member whose subscription shall be more than one month in arrears shall be reminded by letter or email from the Treasurer that it is due. If not paid within one month of that reminder, the Coordinating Group shall remove the name of that Member from the roll of the current Club Full Membership and the person will become an Associate member.

## **7 The Coordinating Group**

7.1 Any Member who is fully up to date with his/her membership will be eligible to fill posts on the Coordinating Group. Nominations must be made to the Coordinating Group in writing not less than two weeks before an Annual General meeting and must be supported by a proposer and a seconder who are Full Members.

7.2 The Coordinating Group posts shall consist of a Chairman, a Secretary, a Treasurer (the Treasurer also acting as the Membership Secretary), a Webmaster, a Safety Officer, and two ordinary members. No member may hold more than two of these roles.

7.3 The Coordinating Group shall be responsible for preparing a forward programme of activities rolling at least three months ahead.

7.4 The funds of the Club including all membership fees, meeting charges, contributions and grants shall be paid into a bank or building society account operated by the Coordinating Group. All cheques drawn on the account shall be signed by the Treasurer and one other Coordinating Group member. The Treasurer shall operate a Petty Cash account.

7.5 All Coordinating Group members will be eligible for re-election at the Annual General Meeting. No Coordinating Group member shall be expected to

serve for more than three consecutive years and shall not remain in post for more than five consecutive years.

7.6 Each Coordinating Group member will be entitled to one vote at a group meeting and the Chairman shall have an additional casting vote if needed.

7.7 The Coordinating Group will normally meet once every two months, but not less than three times per year and, at such meetings, three members will form a quorum.

7.8 The Coordinating Group shall have the power to fill any vacancies which may occur in any of the offices of the Club between Annual General Meetings and shall have the power to appoint such committees, make such Rules and arrangements, issue such orders and appoint such officers or servants as shall appear to be conducive to the welfare and good government of the Club, and the proper management of its concerns.

7.9 All such Rules and arrangements shall be in accordance with this Constitution and laws, shall be published on the Club web site and recorded by the Secretary. All such Rules shall be subject to alteration or amendment at any Special General Meeting or any Annual General Meeting of the Club.

## **8. Meetings**

8.1 At Coordinating Group meetings the Chairman will be responsible for providing the Agenda and any supporting papers. The Treasurer will provide financial and membership statements and the Secretary will prepare and subsequently issue minutes noting decisions made and actions required.

8.2 The Annual General Meeting of the Club shall be held in February of each year, on such day and at such hour as the Coordinating Group may direct or, in the case of unforeseen circumstances, at the first suitable Ordinary General Meeting thereafter.

8.3 At the Annual General Meeting, the Chairman shall provide a report on the activities of the Club during the previous year and advise on future plans. The Secretary will present the minutes of the previous AGM, prepare minutes noting decisions made and actions required. The Treasurer shall have an Income and Expenditure account and an Assets and Liabilities account independently inspected for presentation to Club Members at the Annual General Meeting.

8.4 A quorum at an Annual or Special General Meeting shall require not less than 25% of all Full Members to be present.

8.5 Ordinary General Meetings shall be held as announced when social or informative occasions are organised.

8.6 A Special General Meeting may be called on a requisition signed by one fifth of Full Members or at the discretion of the Coordinating Group.

8.7 An Extraordinary General Meeting may be called only under section 5.2.2

## **9 Application for Membership**

9.1 Candidates for admission or re-admission as members must complete the application form and will be temporarily admitted until the application can be considered by the Coordinating Group.

9.2 The Coordinating Group shall not be obliged, however, to admit any applicant and any such temporary admittance shall not prejudice the Coordinating Group's right to refuse acceptance for membership without giving any explanation.

9.3 There will be no bar to membership on religious, racial, political, or occupational grounds.

9.4 Admittance shall be by a simple majority vote at Coordinating Group meetings.

## **10 General Laws**

10.1 Any members of the Coordinating Group at a committee meeting or members at an Annual or Special General Meeting unable to attend for good reason may vote by proxy on submission of a signed paper handed to the chairman prior to the meeting whenever a vote is to be taken on a specific issue.

10.2 The Club shall be a non-profit making organisation. The income and property of the Club whensoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in the Constitution and no proportion shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise howsoever by way of profit, to the members of the Club.

10.3 Notwithstanding any personal guarantee offered by individual members, the Club may not borrow money. However, it may accept grants of money, on a non-loan basis, at the discretion of the Coordinating Group. All equipment owned or borrowed by the Club shall be fully covered by insurance against all risks. In addition the Club shall at all times be fully covered against all kinds of third party risks.

10.4 The property and assets heritable and moveable at present belonging, or which may hereafter belong, to the Club, shall be vested in the Chairman, Secretary and Treasurer of the Club for the time being and their successors in office, as trustees on behalf of the Club and the said trustees shall deal with the property according to directions and under the authority of the Coordinating Group.

## **11 Health and Safety**

11.1 The Coordinating Group shall have the responsibility to identify risks to the health and safety of members and to provide advice relating to these risks. They also have the authority to issue health and safety Club Rules relating to any such activities. Nevertheless, it is the responsibility of each Member to be alert for such risks and to ensure their own safety.

11.2 It shall be the duty of any member to pay particular attention to the

health and safety of any member under the age of 18 or who is a vulnerable adult and with whom they are working.

1.3 The Coordinating Group shall ensure that a detailed Vulnerable Persons Policy on the protection of children and vulnerable adults will be produced and updated as required. This policy shall be approved annually at the AGM.

11.4 The Vulnerable Persons Policy shall include the requirement that a Full Member of the club shall be co-opted by the Coordinating Group as the Designated Officer responsible for implementing the Vulnerable Person Policy. The Coordinating Group will arrange for such designated member to have a verification carried out by the Scottish Criminal Records Office.

## **12 Intellectual Property**

12.1 Any concepts, ideas, prototypes, drawings, images or designs presented by a member at a T-Exchange meeting of members shall be considered to have been made public. Members should note that in these circumstances this information will not be accepted as evidence for patent or design protection under UK and European law.

12.2 Any concepts, ideas, prototypes, drawings, images or designs devised at a meeting of members by one or more members and presented or discussed at that meeting and declared by them to the Secretary to be worthy intellectual property shall be considered to be the intellectual property of the T-Exchange, otherwise such information shall be considered to have been made public.

12.3 If a declaration is made then, under 12.2 by virtue of their membership of the T-Exchange, all persons implicitly agree to keep such information private to the membership. The Secretary shall record and date such information and the Coordinating Group shall decide whether or not to take action to protect such intellectual property within six months of that date, otherwise the information will be considered to have been made public.

## **13 Liability of Members**

12.1 Any Member attending any of the Club's activities shall not be liable for the actions of any other Member. In the case of unreasonable behaviour of one member toward another or others, or where a health and safety issue is observed, particularly where one party or the other is under the age of 18 years or is a recognised vulnerable adult, it shall be the duty of the member to inform a member of the Coordinating Group of the behaviour.

12.2 The liability of all Full Members over 18 years old is limited to two years' annual subscription. Full Members under 18 years old shall carry no liability except for any subscription currently due.

12.3 Associate Members shall carry no liability.

12.4 Any Member ceasing to be a Member of the Club shall forfeit all rights to and claims upon the Club, its property and funds.

12.5 The Club will undertake no responsibility for loss or damage to any property taken into or left on the premises or grounds occupied by the Club.

### **13 Alteration of Laws**

13.1 Any alterations of, or additions to, these laws must be made at an Annual General Meeting or a Special General Meeting of the Club and at least 14 days' notice in writing shall be given to every Full Member of every proposed change or addition and at least three quarters of the Members present must vote in favour of such alterations or additions.

### **14 Dissolution**

14.1 The Club shall be dissolved by means of a resolution passed by a two-thirds majority of those present voting and being entitled to vote at a Special General Meeting.

14.2 In the event of the Club being dissolved, the surplus funds (if any) after payment of debts and liabilities of the Club and the costs, charges and expenses of winding up shall be held in trust by the trustees and handed over to such organisation formed or which may be formed of the same or similar character as the Club and as approved by the Coordinating Group. If no such organisation is found to exist within the Highlands and Islands of Scotland, the surplus shall be passed to The British Science Association.

### **15 Authority**

This Constitution is authorised by the Club at the Annual General Meeting held on 21<sup>st</sup> February 2014.

Chairman ..... Signed ..... Date .....

Secretary ..... Signed ..... Date .....

Treasurer ..... Signed ..... Date .....