

Black Isle Need to Play Association

CONSTITUTION

1 NAME

The organisation shall be known as "The Black Isle Need to Play Association", hereinafter referred to as The Association.

2 OBJECTS

The object for which The Association is:

"To provide financial assistance for children and young people with additional needs (aged between 0 and 19 years) living on the Black Isle in Ross & Cromarty (the area of benefit) whose families require financial help to allow these needs to be met."

In furtherance of these objects, The Association shall do all things as will properly attain the above objects.

3 POWERS

In furtherance of the above objects The Association shall have the following powers:

- a) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of The Association in such manner as The Association may think fit.
- b) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscriptions, donations or otherwise provided that this shall be without prejudice to the ability of The Association to disclaim any gift, legacy or bequest in whole or in part in such circumstances as The Association may think fit and provided also that The Association shall not undertake any permanent trading activities in raising funds for the above-mentioned objects.
- c) To invest the moneys of The Association not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- d) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections and to purchase or otherwise acquire plant, machinery, furniture, fixtures, fittings, equipment and all other effects of every description necessary or convenient or usually or normally used in conjunction with or for the purposes of all or any of the objects of The Association.
- e) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of The Association with a view to the furtherance of the objects of The Association.
- f) To insure The Association, its property and its assets against such risks as the members of The Management Committee shall consider it prudent and necessary to insure against.

- g) To subscribe to, become a member of, or amalgamate or co-operate with any other organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or unincorporated) whose objects are wholly or in part similar to those of The Association and which, by its constitution prohibits the distribution of its income and property amongst its members.
- h) To do all or any of the things herein before authorised either alone or in conjunction with any other organisation, institution, society or body with which The Association is authorised to amalgamate.
- i) To enter into any arrangement with any government or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the attainment of The Association's objects or any of them.
- j) To undertake any appropriate activity which directly or indirectly promotes any of the objects of The Association, including acting as trustees thereof.
- k) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

4 MEMBERSHIP

4.1 The Association shall consist of:-

- Full membership shall be open to those persons aged over 18 years who support the object of The Association.
- Junior membership shall be open to those persons aged under 18 years who support the object of The Association. Junior members shall not have a vote at any meeting of The Association.
- Honorary members may be elected by the Management Committee and shall not have a vote at any meeting of The Association.

4.2 The Management Committee shall have the right for good and sufficient reason to terminate the membership of any individual provided that the individual member concerned shall have the right to be heard by the Management Committee before a final decision is made.

5 MEETINGS OF THE ASSOCIATION

5.1. There shall be an Annual General Meeting of The Association to be convened by the Management Committee each year, not more than two months after the independently examined accounts have been received.

5.2 The following business shall be transacted at the Annual General Meeting:

- a) Presentation of an Annual Report of the work of The Association and of the accounts.
- b) The election of the Management Committee.

5.3 At least 21 days notice of the Annual General Meeting shall be given in writing to members, by the Secretary.

5.4 The proceedings of The Association shall not be invalidated by any failure to appoint or any defect in the appointment, election or qualification of any member.

5.5 The Management Committee shall meet to conduct the business of The Association at such times as the Management Committee shall from time to time decide.

5.6 The quorum at any General meeting of The Association shall be a third of their members present, not less than three, and entitled to vote. The quorum for the Management Committee and any Standing or Special Committee shall be half of their members or three, whichever is greater.

6 MANAGEMENT COMMITTEE

6.1 There shall be a Management Committee consisting of not less than 3 and not more than 8 members of The Association.

6.2 The Management Committee shall elect a Chair, a Secretary and a Treasurer (the Office Bearers) from its members, at the AGM.

6.3 Members of the Management Committee shall serve for a period of one year but shall be eligible for re-election.

6.4 The Management Committee shall be responsible for carrying out the policy of The Association and, subject to any conditions imposed from time to time by The Association, for the administration, management and control of the affairs and property of The Association.

6.4 Any vacancy in the Management Committee may be filled by the Management Committee. Any person appointed to such a vacancy shall hold office until the conclusion of the next Annual General Meeting of The Association, and shall be eligible for re-election.

6.6 The members of the Management Committee may appoint such professional advisers as they deem appropriate. Such advisers may attend Management Committee meetings but shall not have a vote.

7 FINANCE

The income and property of The Association from whatever source derived, shall be applied solely towards the promotion of the purposes of The Association as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of The Association. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of The Association, or to any member of The Association, in return for any services requested by and rendered to The Association, or the repayment of out-of-pocket expenses.

Monies not immediately required for the day-to-day running of The Association shall be lodged in such bank or building society as the Management Committee may from time to time decide in an account in the name of The Association. Cheques issued in the name of The Association shall bear the signatures of two of the three Office Bearers.

8 THE ASSOCIATION'S YEAR AND AUDIT

The Association's year shall run from January to December. Each year the accounts shall be scrutinised by one or more independent persons or otherwise as required by law and appointed by the members at the AGM.

9 DISSOLUTION

The Association may at any time be dissolved by a resolution passed by a two-thirds majority of those present and entitled to vote at a meeting of The Association, of which meeting at least twenty-one clear days' notice shall have been sent to all members of The Association.

Such resolution may give instructions for the disposal of any assets held by or in the name of The Association, provided that if any property remains after the satisfaction of all debts and liabilities, such property shall not be paid to or distributed among the members of The Association, but shall be given or transferred to such other charitable institution or institutions having objects similar to some or all of the objects of The Association, as The Association may determine.

10 ALTERATIONS TO THE CONSTITUTION

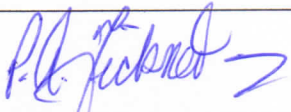
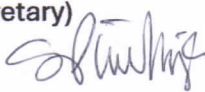
Alterations to the constitution shall receive the assent of not less than two-thirds of the members of The Association present and entitled to vote at an annual or specially called general meeting.

A resolution for the alteration of the Constitution shall be lodged in writing with the Secretary of The Association at least thirty clear days before the meeting at which the resolution is to be considered. At least twenty-one clear days' notice in writing of such meeting shall be given by the Secretary to members and shall include notice of the alterations proposed.

This constitution was adopted on (date) 22/7/24

And certified as a true copy by signatories below...

Signed

(Chair) 	(Secretary) 
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Address <u>Tigh na Beille</u>	Address <u>THE STEADING</u>
<u>Eathie Road,</u>	<u>AROCH</u>
<u>Fortrose,</u>	
<u>IV10 8SL</u>	<u>IV 9 8 RD</u>