

CONSTITUTION 2022

of

PENTLAND SINGERS

(adopted on 1 OCTOBER 2022.....)

Name

1. The name of the association is "Pentland Singers" (the "Choir").

Objects

2. The objects of the Choir are:
 - a) To advance, improve, develop and maintain public education in and appreciation of the art and science of choral music in all its aspects by the presentation of public choral concerts and thereby provide for the enjoyment of amateur music making in the community, and to share that enjoyment with others; and
 - b) to act for such other purposes as are charitable in law as the management committee may from time to time decide, including, but not limited to, making charitable donations to recognised or registered charities.

Powers

3. In pursuance of the objects set out in clause 2 (but not otherwise), the Choir shall have the following powers:
 - (a) To enter into contracts on behalf of the Choir. A contract cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir;
 - (b) To engage and pay fees to professional and technical advisors/consultants to assist in the work of the Choir;
 - (c) To take out membership of such organisations as are considered to be in the interests of and compatible with the objects of the Choir;
 - (d) To establish additional choirs for young people under the care of the Pentland Singers in order to advance the objects of the Choir;
 - (e) To collect and disseminate information on all matters affecting the objects and exchange such information with other bodies having similar objects whether in this country or overseas;
 - (f) To cause to be prepared and printed or otherwise reproduced and circulated, free of charge or for payment, such papers, books periodicals, pamphlets or other documents or films or recorded tapes or compact discs or electronic music files (whether audio or visual or both) as shall further the objects;
 - (g) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Choir's activities. Such a transaction cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of

either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir;

- (h) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Choir;
- (i) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Choir. Selling or otherwise disposing of any part of the property or rights of the choir cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir;
- (j) To borrow money, or raise money for the objects and accept gifts, donations and legacies on such terms and on such security as shall be deemed to be appropriate; raise funds and invite and receive contributions from any person or persons by way of subscription or otherwise and to give security in support of any such borrowings by the Choir. Borrowing or providing of security cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir;
- (k) To effect insurance of all kinds (which may include officers' liability insurance).
- (l) To invest any funds which are not immediately required for the Choir's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments). Investing, disposing of or varying of such investments cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir.
- (m) 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 Choir's objects;
- (n) To establish and/or support any other charity, and to make donations for any charitable purpose falling within the Choir's objects. A donation cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir;
- (o) To form any company which is a charity with similar objects to those of the Choir, and, if considered appropriate, to transfer to any such company (without any payment being required from the company) the whole or any part of the Choir's assets and undertaking. Such transfer in whole or any part of the Choir's assets cannot be entered into unless it has been approved by the management committee and, if the transaction is estimated to exceed a value of either £3,000 or one third of the current bank balance of the Choir (whichever shall be the lower), a special general meeting of the Choir;

- (p) To do anything which may be incidental or conducive to the furtherance of any of the Choir's objects.

General structure

- 4. The structure of the Choir 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) the MANAGEMENT COMMITTEE - which holds regular meetings during the period between annual general meetings, and generally controls and supervises the activities of the Choir; in particular, the management committee is responsible for monitoring the financial position of the Choir.

Qualifications for membership

- 5. Membership shall be open to any person aged 18 or over who wishes to be associated with the Choir in a singing capacity, and who has: (i) paid the annual subscription as laid down by the management committee from time to time and (ii) submitted an application for membership. People under the age of 18 are welcome to become members of the Choir if accompanied by a parent or guardian at rehearsals and performances.

Withdrawal from membership

- 6. Any person who wishes to withdraw from membership shall notify the Choir. On receipt of the notice by the Choir, they shall cease to be a member.
- 7. Any person who has not paid any sum due to the Choir within 6 months of it falling due shall cease to be a member.
- 8. Any person who does not adhere to any rules or regulations produced and circulated by the Choir shall cease to be a member.

Annual General Meetings

- 9. The management committee shall, not later than three calendar months after the end of each financial year ie by 31 October, convene an annual general meeting in each year (but excluding the year in which the Choir is formed); not more than 15 months shall elapse between one annual general meeting and the next.
- 10. The business of each annual general meeting shall include:-
 - (a) a report by the convenor on the activities of the Choir
 - (b) consideration of the annual accounts of the Choir
 - (c) the election/re-election of members of the management committee, as referred to in clauses 29, 30, and 31.

Notice of Annual General Meetings

- 11. At least 14 clear days' notice must be given (in accordance with clause 26) of any annual 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.

12. The reference to "clear days" in clause 11 and clause 17 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted (or sent by e-mail), and also the day of the meeting, should be excluded.
13. Notice of every annual general meeting shall be given (in accordance with clause 26) to all the members of the Choir, and to all the members of the management committee.
14. The management committee may agree to hold an annual general meeting either in person or by way of audio and/or audio-visual link(s), the notice will provide details on how to attend.

Special General Meetings

15. All general meetings other than annual general meetings shall be called special general meetings.
16. The management committee may call a special general meeting at any time. The management committee may agree to hold a special general meeting either in person or by way of audio and/or audio-visual link(s), the notice will provide details on how to attend.
17. At least 21 clear days' written notice of a special general meeting shall be given to all members of the Choir, and to all members of the management committee (in accordance with clause 26).
18. The management committee must call a special general meeting if requested to do so in writing by at least ten members or one tenth of the membership, whichever is the greater. Where the Choir has less than 30 members, the management committee must call a special general meeting if requested to do so in writing by at least five members. The request must state the nature of the business that is to be discussed. If the management committee fails to hold the meeting within twenty-eight days of the request, the members may proceed to call a special general meeting but in doing so they must comply with the provisions of this constitution.

Procedure at Annual General Meetings and Special General Meetings

19. No business shall be dealt with at any annual general meeting or special general meeting unless a quorum is present; the quorum for an annual general meeting or special general meeting shall be at least 5 members or one-tenth of the membership (whichever is the greater).
20. If a quorum is not present within 15 minutes after the time at which an annual general meeting or special 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 convenor of the meeting.
21. The convenor of the Choir shall (if present and willing to act as convenor) preside as convenor of each annual general meeting or special general meeting; if the convenor is not present and willing to act as convenor 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 convenor of that meeting.
22. The convenor of an annual general meeting or special general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the convenor may determine.
23. Each member shall have one vote, which must be given personally.

24. If there is an equal number of votes for and against any resolution, the convenor of the meeting shall be entitled to a casting vote.
25. A resolution put to the vote at an annual general meeting or special general meeting shall be decided on a show of hands or, if virtual, by some audio or visual indication.

Notices

26. Any notice which requires to be given to a member under this constitution may 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 them to the Choir or may be sent by e-mail to the member at the e-mail address last notified by them to the Choir, or such other method as may be agreed by the membership.

Minimum number of management committee members

27. The minimum number of members of the management committee shall be 4 consisting of the convenor, treasurer and secretary and one other member as may be agreed from time to time.

Eligibility

28. A person shall not be eligible for election/appointment to the management committee unless they are a member of the Choir.

Election, retiral, re-election

29. At each annual general meeting, the members may elect any member to be a member of the management committee.
30. The management committee may at any time appoint any member to be a member of the management committee.
31. At each annual general meeting, all of the members of the management committee shall retire from office - but shall then be eligible for re-election.

Termination of office

32. A member of the management committee shall automatically vacate office if:
 - (a) they die or become 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;
 - (b) they cease to be a member of the Choir;
 - (c) they resign office by notice to the Choir;
 - (d) they are absent (without the agreement of the management committee) from more than three consecutive meetings of the management committee, and the management committee resolves to remove them from office;
 - (e) they are disqualified from acting as a trustee by virtue of Sections 69 and 70 of the Charities and Trustee Investment (Scotland) Act 2005 (or any statutory re-enactment or modification of that provision).

Office bearers

33. The management committee members shall elect from among themselves a convenor, a treasurer and a secretary, and such other office bearers (if any) as they consider appropriate.
34. All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election. A person may

hold the position of convenor for a maximum term of 4 years which may be extended on a year to year basis if so agreed by the management committee.

35. A person elected to any office shall cease to hold that office if they cease to be a member of the management committee or if they resign from that office by written notice to that effect.

Powers of management committee

36. Except as otherwise provided in this constitution, the Choir and its assets and undertaking shall be managed by the management committee, who may exercise all the powers of the Choir.
37. A meeting of the management committee at which a quorum is present (in terms of clause 45) may exercise all powers exercisable by the management committee.

Personal interests

38. A member of the management committee who has a personal interest in any transaction or other arrangement which the Choir is proposing to enter into, must declare that interest at a meeting of the management committee; they will be debarred (in terms of clause 48) from voting on the question of whether or not the Choir should enter into that arrangement.
39. For the purposes of clause 38, a person shall be deemed to have a personal interest in an arrangement if any life partner or other close relative of theirs or any firm of which they are a partner or any limited company of which they are a substantial shareholder or director, has a personal interest in that arrangement.
40. Provided
- (a) they have declared their interest; and
 - (b) they have not voted on the question of whether or not the Choir should enter into the relevant arrangement
- a member of the management committee will not be debarred from entering into an arrangement with the Choir in which they have a personal interest (or are deemed to have a personal interest under clause 39) and may retain any personal benefit which they gain from their participation in that arrangement.
41. The members of the management committee may be paid all travelling and other expenses reasonably incurred (and vouched) by them in connection with the carrying-out of their duties by agreement with the management committee.

Procedure at management committee meetings

42. Any member of the management committee may call a meeting of the management committee or request the secretary to call a meeting of the management committee either in person or by way of audio/visual link (with details on how to attend).
43. Questions arising at a meeting of the management committee shall be decided by a majority of votes; if an equality of votes arises, the convenor of the meeting shall have a casting vote.
44. Where a management committee member or management committee members are participating in a management committee meeting via an audio or audio-visual link, they may cast their vote on any resolution in an agreed manner, whether orally, or by way of some form of visual indication, or by use of a voting button or similar, or by way of a message sent electronically.

45. 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 3 or one-third of the members of the management committee (whichever is the greater).
46. An individual participating in a management committee meeting via an audio or audio-visual link will be deemed to be present in person (or, if they are not a management committee member, will be deemed to be in attendance) at the meeting.
47. 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 special general meeting.
48. A management committee member shall not vote at a management committee meeting (or at a meeting of a committee) on any resolution concerning a matter in which they have a personal interest which conflicts (or may conflict) with the interests of the Choir; they must withdraw from the meeting while an item of that nature is being dealt with.
49. Where the Choir has a paid conductor or musical director, he or she may attend committee meetings except where his/her position is being considered. He/she shall not be eligible to vote in a committee meeting.

Conduct of members of the management committee

50. Each of the members of the management committee shall, in exercising their functions as a member of the management committee of the Choir, act in the interests of the Choir; and, in particular, must:
 - (a) seek, in good faith, to ensure that the Choir acts in a manner which is in accordance with its objects (as set out in this constitution);
 - (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - (c) in circumstances giving rise to the possibility of a conflict of interest between the Choir and any other party:
 - (i) put the interests of the Choir before that of the other party, in taking decisions as a member of the management committee; or
 - (ii) where any other duty prevents them from doing so, disclose the conflicting interest to the Choir and refrain from participating in any discussions or decisions involving the other members of the management committee with regard to the matter in question.
 - (d) ensure that the Choir complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005 (or any statutory re-enactment or modification of that provision).

Delegation to sub-committees

51. The management committee may delegate any of its 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; it may also delegate to the convenor of the Choir (or the holder of any other post) such of its powers as it may consider appropriate.

Operation of accounts and holding of property

52. A banking account shall be opened in the name of Pentland Singers. The treasurer shall manage the funds on behalf of the Choir and keep a record of all transactions. Cheques shall be signed by two authorised signatories; at least one out of the two signatures must be the signature of a member of the management committee.
53. 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 in the names of the convenor, treasurer and secretary of the Choir (and their successors in office); any person in whose name the Choir's property is held shall act in accordance with the directions issued from time to time by the management committee.

Minutes

54. 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.

Accounting records and annual accounts

55. The financial year shall end on 31 July. The management committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
56. The management committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if it otherwise thinks fit, it shall ensure that an audit of such accounts is carried out by a qualified auditor.
57. Nothing in this constitution shall authorise an application of the property of the Choir for purposes which are not charitable in accordance with the Charities and Trustee Investment (Scotland) Act 2005 (or any statutory re-enactment or modification of that provision).

Dissolution

58. If the management committee determines that it is necessary or appropriate that the Choir be dissolved, it shall convene a special general meeting of the members; not less than 21 days' notice of the meeting (in accordance with clause 26 and stating the terms of the proposed resolution) shall be given.
59. If a proposal by the management committee to dissolve the Choir is confirmed by a two-thirds majority of those present and voting at the special general meeting convened under clause 58, the management committee shall have power to dispose of any assets held by or on behalf of the Choir - and any assets remaining after satisfaction of the debts and liabilities of the Choir shall be transferred to some other charity or charities having objects similar to those of the Choir; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the Choir at, or prior to, the time of dissolution.
60. For the avoidance of doubt, no part of the income or property of the Choir shall (otherwise than in pursuance of the Choir's charitable purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the Choir's existence or on dissolution.

Alterations to the constitution

61. Subject to clause 62, 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 clause 11 (annual general meeting) or clause 17 (special general meeting) (as appropriate) and clause 26.
62. No amendment to the constitution may be made if the effect would be that the Choir would cease to be a charity.

Interpretation

63. For the purposes of this constitution:
 - (a) the expression "charity" shall mean a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 (or any statutory re-enactment or modification of that provision) or a "charity" within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;
 - (b) the expression "charitable purpose" shall mean a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.
64. Any reference in this constitution to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

