

**COMMUNITY DEVELOPMENT ALLIANCE SCOTLAND  
(CDAS)**

**C O N S T I T U T I O N**

**NAME**

1. The name of the association is 'Community Development Alliance Scotland'.

**OBJECTIVES**

2. The objectives of the Alliance are to facilitate and raise the standards of community development practice and to:
  - (a) identify and keep under review matters of mutual concern within the field of community development;
  - (b) develop and influence policy, practice and training;
  - (c) enable exchange of information on community development policy, administration and structures, with a view to development of competent local practice;
  - (d) provide a forum for the discussion and debate of issues of national importance related to community development;
  - (e) provide opportunities for the study of specific aspects of community development and the promotion of related developments;
  - (f) advise the Scottish Executive, its Executive Agencies, and Non-departmental Public Bodies, on matters relating to community development;
  - (g) collaborate with national agencies and groupings as appropriate and contribute to the development of national strategies.

**POWERS**

3. In pursuance of the objectives set out in clause 2 (but not otherwise) the Alliance shall have the following powers:
  - (a) to carry on any activities which further any of the above objectives, such as convening meetings and seminars, hosting conferences, and engaging in dialogue with relevant agency representatives;
  - (b) to employ such staff as are considered appropriate for the proper conduct of the Alliance's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff, and their dependents;
  - (c) to engage such consultants and advisers as are considered appropriate from time to time.

- (d) to effect insurance as appropriate.
- (e) 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 Alliance's objectives;
- (f) to take such steps as may be deemed appropriate for the purpose of raising funds for the Alliance's activities;
- (g) to accept grants, donations, and legacies of all kinds:
- (h) to do anything which may be incidental or conducive to the furtherance of any of the Alliance's objectives.

## **GENERAL STRUCTURE**

- 4. The structure of the Alliance shall consist of:
  - (a) the MEMBER who are organisations – have the right to be represented at an annual general meeting (and other general meetings) and have important powers under the constitution; in particular, the members elect people to serve on the Management Group and decisions in relation to changes to the constitution itself.
  - (b) the MANAGEMENT GROUP – who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the Alliance; in particular, the Management Group is responsible for monitoring the financial position of the Alliance.

## **MEMBERSHIP**

- 5. The Alliance is based on a membership of national and regional where appropriate networks and organisations including public, voluntary and community sector employers and umbrella bodies, training agencies, practitioner networks and non-departmental public bodies. The member organisations are engaged in a range of issues including community regeneration, working with young people, crime prevention, environment, equal opportunities, health, housing, learning, volunteering, economic development, and rural development.
- 6. National networks and organisations that share the Alliance's support for and understanding of community development are eligible for membership of the Alliance. The Alliance will maintain, keep under review and regularly update a list of member organisations; those organisations taking up membership will be expected to subscribe to the Aims and Objectives of the Alliance. Member Organisations will be entitled to representation at meetings of the Alliance, and will receive regular mailings providing minutes of meetings, updates on forthcoming Alliance events and other relevant information.
- 7. Government bodies with an interest in the Alliance's activities have observer status.

### **Application for Membership**

8. Any organisation or network of organisations that wishes to become a member must lodge with the Alliance an application for membership.
9. The Management Group may, at its discretion, refuse to admit any organisation or network to membership.
10. The Management Group shall consider each application for membership at the first Management Group meeting which is held after receipt of the application; the Management Group shall, within one month after the meeting, notify the applicant of its decision on the application.

### **Membership Subscription**

11. Membership subscription shall be decided by the annual general meeting

### **Register of Members**

12. The Management Group shall maintain a register of members, setting out the full name and address of each member organisation/network, the name of its nominated representatives, the date on which it was admitted to membership, and the date on which any organisation/network ceased to be a member.

### **Withdrawal from Membership**

13. Any organisation/network that wishes to withdraw from membership shall sign, and lodge with the Alliance, a written notice to that effect; on receipt of the notice by the Alliance, it shall cease to be a member.

### **Expulsion from Membership**

14. Any organisation/network 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.

### **MEETINGS**

15. The membership shall hold Alliance meetings open to all members on at least four occasions per year. The Board may make arrangements in advance of any General Meetings, Annual General Meetings and or Networking Events, Seminars and Conferences to allow members, members' named representatives or proxies to participate in members' meeting by means of a conference telephone, video conferencing facility or similar communications equipment – so long as all those participating in the meeting can hear each other; a member participating in a members' meeting in this manner shall be deemed to be present in person at the meeting to:

## **General Meetings**

- Pursue the objectives.
- Receive reports from Subgroups.
- Consider relevant current issues and appropriate responses.
- Determine priorities and direction.

## **Sub Groups**

16. The Alliance may from time to time approve the setting up of subgroups to pursue specific remits; these will be time limited; chaired by a representative of nominated member of the Alliance; and report to General Meetings.

## **Annual General Meeting**

17. The Annual General Meeting will be held each year as part of an Alliance meeting, and these should be a period of not more than 15 months between meetings.

## **Special Meetings**

18. The Convenor and Vice Convenor, acting jointly, may, at their discretion, call Special Meetings of the Group.

## **Networking Events, Seminars and Conferences**

19. The Alliance may organise networking events or policy forums to which interested parties are invited, seminars, or conferences, as determined at General Meetings.

## **NOTICE OF GENERAL MEETINGS**

20. At least 14 clear days' notice must be given (in accordance with clause 58) 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. Such notice must be given to all members of the Alliance and to all members of the Management Group.
21. The reference to 'clear days' in clause 20 shall be taken to mean that, in calculating the period of notice, the day after the notice is issued, and the day of the meeting, should be included.

## **PROCEDURE AT GENERAL MEETINGS**

### **Quorum**

22. A quorum at General meetings shall comprise not less than 6 voting members or 25% whichever is lesser of the voting membership, whichever is the lesser.

### **Voting**

23. All member organisations are entitled to one vote. All questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. In the case of an equality of votes, the Convenor shall have a second or casting vote.

## **MANAGEMENT GROUP**

### **Maximum number of Management Group members**

24. The maximum number of members of the Management Group shall be between 4 and 12.

### **Eligibility**

25. A person shall not be eligible for election/appointment to the Management Group unless he/she is a representative of a member organisation/network.

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

26. At each annual general meeting, the members may (subject to clause 24) elect any representative to be a member of the Management Group.

27. The Management Group may at any time appoint any representative to be a member of the Management Group (subject to clause 24).

28. At each annual general meeting, all of the members of the Management Group shall retire from office - but shall then be eligible for re-election.

### **Termination of office**

29. A member of the Management Group shall automatically vacate office if:-

- (a) he/she becomes debarred under any statutory provision from being a charity trustee.
- (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 the Alliance.
- (d) he/she becomes an employee of the Alliance.
- (e) he/she resigns office by notice to the Alliance.
- (f) he/she is absent (without permission of the Management Group) from more than three consecutive meetings of the Management Group, and the Management Group resolve to remove him/her from office.

### **Register of Management Group members**

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

### **Office bearers**

31. The Management Group members shall elect from among themselves a Convenor, Vice Convenor and Treasurer and such other office bearers (if any) as they consider appropriate.
32. 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.
33. A person elected to any office shall cease to hold that office if he/she ceases to be a member of the Management Group or if he/she resigns from that office by written notice to that effect.

### **Powers of Management Group**

34. Except as otherwise provided in this constitution, the Alliance and its assets and undertaking shall be managed by the Management Group, who may exercise all the powers of the Alliance.
35. A meeting of the Management Group at which a quorum is present may exercise all powers exercisable by the Management Group.

### **Personal interests**

36. A member of the Management Group who has a personal interest in any transaction or other arrangement which the Alliance is proposing to enter into, must declare that interest at a meeting of the Management Group; he/she will be debarred (in terms of clause 48) from voting on the question of whether or not the Alliance should enter into that arrangement.
37. For the purposes of clause 36, a person shall be deemed to have a personal interest in an arrangement 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.
38. Provided
  - (a) he/she has declared his/her interest
  - (b) he/she has not voted on the question of whether or not the Alliance should enter into the relevant arrangement and
  - (c) the requirements of clause 40 are complied with,a member of the Management Group will not be debarred from entering into an arrangement with the Alliance in which he/she has a personal interest (or is deemed to have a personal interest under clause 37) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

39. No member of the Management Group may serve as an employee (full time or part time) of the Alliance, and no member of the Management Group may be given any remuneration by the Alliance for carrying out his/her duties as a member of the Management Group.
40. Where a Management Group member provides services to the Alliance or might benefit from any remuneration paid to a connected party for such services, then
  - (a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable.
  - (b) the Management Group members must be satisfied that it would be in the interests of the Alliance to enter into the arrangement (taking account of that maximum amount);
  - (c) less than half of the Management Group members must be receiving remuneration from the Alliance (or benefit from remuneration of that nature).
41. 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 of the Management Group, general meetings, or meetings of committees, or otherwise in connection with the carrying out of their duties.

#### **PROCEDURE AT MANAGEMENT GROUP MEETINGS**

42. Questions arising at a meeting of the Management Group shall be decided by a majority of votes; if an equality of votes arises, the convenor or chairperson of the meeting shall have a casting vote.
43. No business shall be dealt with at a meeting of the Management Group unless a quorum is present; the quorum for meetings of the Management Group shall be 50% plus + 1 of actual membership in percentage terms.
44. If at any time the number of Management Group members in office falls below the number fixed as the quorum, the remaining Management Group member(s) may act only for the purpose of filling vacancies or of calling a general meeting.
45. Unless he/she is unwilling to do so, the convenor of the Alliance shall preside as chairperson at every Management Group meeting at which he/she is present; if the convenor 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 Group members present shall elect from among themselves the person who will act as chairperson of the meeting.
46. The Management Group may, at its discretion, allow any person who they reasonably 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.
47. A Management Group member shall not vote at a Management Group meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the Alliance; he/she must withdraw from the meeting while an item of that nature is being dealt with.

48. For the purposes of clause 48, a person shall be deemed to have a personal interest in a particular 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 matter.

### **CONDUCT OF MEMBERS OF THE MANAGEMENT GROUP**

49. Each of the members of the Management Group shall, in exercising his/her functions as a member of the Management Group of the Alliance, act in the interests of the Alliance; and must
- (a) seek, in good faith, to ensure that the Alliance 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 of interest between the Alliance and any other party, put the interests of the Alliance before that of the other party, intaking decisions as a member of the Management Group.
  - (d) where any other duty prevents him/her from doing so, disclose the conflicting interest to the Alliance and refrain from participating in any discussions or decisions involving the other members of the Management Group with regard to the matter in question.
  - (e) ensure that the Alliance complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

### **DELEGATION TO SUB COMMITTEES**

50. The Management Group may delegate any of their powers to any sub-committee consisting of one or more Management Group members and such other persons (if any) as the Management Group may determine; they may also delegate to the convenor of the Alliance (or the holder of any other post) such of their powers as they may consider appropriate.
51. Any delegation of powers under clause 50 may be made subject to such conditions as the Management Group may impose and may be revoked or altered.
52. The rules of procedure for any sub-committee shall be as prescribed by the Management Group.

### **OPERATION OF ACCOUNTS**

53. The signatures of two out of three signatories appointed by the Management Group shall be required in relation to all operations (other than lodgment of funds) on the bank and building society accounts held by the Alliance; at least one out of the two signatures must be the signature of a member of the Management Group.



## **MINUTES**

54. 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, and (as far as possible) shall be signed by the convenor person of the meeting.

## **ACCOUNTING RECORDS AND ANNUAL ACCOUNTS**

55. The Management Group shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
56. The Management Group 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**

57. 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 the Alliance.

## **DISSOLUTION**

58. If the Management Group determines that it is necessary or appropriate that the Alliance 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.
59. If a proposal by the Management Group to dissolve the Alliance is confirmed by a two-thirds majority of those present and voting at the general meeting convened under clause 20, the Management Group shall have power to dispose of any assets held by or on behalf of the Alliance - and any assets remaining after satisfaction of the debts and liabilities of the Alliance shall be transferred to some other charitable body or bodies having objects similar to those of the Alliance; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the Alliance at, or prior to, the time of dissolution.
60. For the avoidance of doubt, no part of the income or property of the Alliance shall (otherwise than in pursuance of the Alliance's charitable objects) be paid or transferred (directly or indirectly) to the members, either in the course of the Alliance's existence or on dissolution.



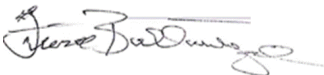
## **ALTERATIONS TO THE CONSTITUTION**

61. Subject to clause 63, 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 20 and 21.
62. No amendment to clauses 3, 39, 60 or 61 of the constitution may be made if the effect would be that the Alliance 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 a “charity” within the meaning of section 96 of the Charities Act 1993.
  - (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 sections 505 and 506 of the Income and Corporation Taxes Act 1988.
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.
65. The initial members of the Management Group, and the positions held by each, shall be as set out below.

This constitution was adopted on .....7<sup>th</sup> April 2021.....

<u>Signature</u>	<u>Name</u>	<u>Address</u>	<u>Position</u>
	Chris Woodness	20 Woodlands Crescent Dumfries DG2 0LB	Chair
	Jewels Lang	Claimont Old School Lane Aberuthven Auchterader PH3 1HY	Management Group member
	Fiona Ballantyne	3 Quarry Place, Cambuslang G72 7AU	Management Group member

## CDAS Board meeting on April 7<sup>th</sup>, 2021 - Appendix A – Motion presented: Chair

**MOTION 1** - Rewording of Section 15 of the CDAS constitution **Page 3**. This addresses the points made in relation to a named representative / proxy to attend and also covers the now regular use of I T communications for ALL meetings.

**From:**

### General Meetings

15. The membership shall hold Alliance meetings open to all members on at least four occasions per year to:

- Pursue the objectives.
- Receive reports from Subgroups.
- Consider relevant current issues and appropriate responses.
- Determine priorities and directions.

**To:**

### General Meetings

15. The membership shall hold Alliance meetings open to all members on at least four occasions per year. The Board may make arrangements in advance of any General Meetings, Annual General Meetings and or Networking Events, Seminars and Conferences to allow members, members' named representatives or proxies to participate in members' meeting by means of a conference telephone, video conferencing facility or similar communications equipment – so long as all those participating in the meeting can hear each other; a member participating in a members' meeting in this manner shall be deemed to be present in person at the meeting to:

- Pursue the objectives.
- Receive reports from Subgroups.
- Consider relevant current issues and appropriate responses.
- Determine priorities and directions.

**MOTION 2** - Rewording of Section 24 of the CDAS constitution **Page 5**. To increase member representation to the Management Group and deliver a more equitable and representative board.

## MANAGEMENT GROUP

### Maximum number of Management Group members

**From:**

24. The maximum number of members of the Management Group shall be between 4 and 10.

**To:**

24. The maximum number of members of the Management Group shall be between 4 and 12.

## CDAS Board meeting on April 7<sup>th</sup>, 2021 - Appendix A – Motion presented: Chair

**MOTION 3** - Rewording of Section 51 of the CDAS constitution **Page 8**. Correction to clause referencing for the purpose of managing the full business of the management group.

### DELEGATION TO SUB COMMITTEES

**From:**

51. Any delegation of powers under **clause 51** may be made subject to such conditions as the Management Group may impose and may be revoked or altered.

**To:**

51. Any delegation of powers under **clause 50** may be made subject to such conditions as the Management Group may impose and may be revoked or altered.

**MOTION 4** – Rewording of Section 53 of the CDAS constitution **Page 9**. To correct wording.

**From:**

53. 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, and (as far as possible) shall be signed by the **convenor person** of the meeting.

**To:**

53. 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, and (as far as possible) shall be signed by the **Convenor person** of the meeting.

**MOTION 5** – Rewording of Section 59 of the CDAS constitution **Page 9**. Correction to referencing correct clause number, for the purpose of managing the full business of the management group.

**From:**

58. If a proposal by the Management Group to dissolve the Alliance is confirmed by a two-thirds majority of those present and voting at the general meeting convened under **clause 64**, the Management Group shall have power to dispose of any assets held by or on behalf of the Alliance - and any assets remaining after satisfaction of the debts and liabilities of the Alliance shall be transferred to some other charitable body or bodies having objects similar to those of the Alliance; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the Alliance at, or prior to, the time of dissolution.

**To:**

58. If a proposal by the Management Group to dissolve the Alliance is confirmed by a two-thirds majority of those present and voting at the general meeting convened under **clause 20**, the Management Group shall have power to dispose of any assets held by or on behalf of the Alliance - and any assets remaining after satisfaction of the debts and

**CDAS Board meeting on April 7<sup>th</sup>, 2021 - Appendix A – Motion presented: Chair**

liabilities of the Alliance shall be transferred to some other charitable body or bodies having objects similar to those of the Alliance; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the Alliance at, or prior to, the time of dissolution.