

CONSTITUTION of the CROMBIE RESIDENTS ASSOCIATION

1. NAME

- 1.1. The name of the organisation shall be **Crombie Residents Association** (hereafter referred to as the Association).

2. BOUNDARIES

- 2.1. The boundaries of the area covered by the Association shall be all of the streets within the boundaries of the village of Crombie and including Waulkmill Farm, Waulkmill cottages and the Steading.

3. OBJECTIVES

- 3.1. To represent and promote, as far as is possible, the interest of the Association on matters concerning housing, the environment, development and other such matters which affect Crombie village.
- 3.2. To help to improve living conditions, community facilities and services for residents living in Crombie village by representing the Associations views to Fife Council and other local agencies.
- 3.3. To liaise and co-operate with other groups in Crombie such as, but not exclusive to, the Social Group, the Youth Group, the Play Park Group, Crombie Caterpillars (Baby and Toddler Group) and the Primary School (Limekilns) Parents.

4. POWERS

- 4.1. In furtherance of the objectives, the Association may have the power to do but not be limited to do such things as:
 - 4.1.1. facilitate access to a range of services for people with and encourage their involvement in planning and developing services;
 - 4.1.2. develop services relevant to the needs of its members;
 - 4.1.3. work with appropriate agencies to highlight needs and ensure that these needs are brought to the attention of relevant agencies;
 - 4.1.4. engage the services of professional advisers and consultants to assist in the work of the Association, and to provide payment where appropriate;
 - 4.1.5. engage the services of volunteers to assist in the work of the Association and reimburse approved out-of-pocket expenses;
 - 4.1.6. collaborate with statutory and voluntary agencies in pursuit of the Association's aims, and promote the Association to the general public;
 - 4.1.7. promote and carry out, or assist in promoting and carrying out research, surveys and investigations and publish the results, where appropriate;
 - 4.1.8. write, print or otherwise reproduce and circulate, free of charge or for payment such papers, books, pamphlets, periodicals or other documents which shall raise awareness and further the objects;
 - 4.1.9. purchase, take on lease or exchange, hire or otherwise acquire any property and any rights and privileges necessary for the promotion of the said objects and maintain and alter any buildings necessary for the work of the Association, and to make regulations for the management of any property;

- 4.1.10. to receive contributions by way or subscription or donation and to raise funds, to further the aims of the Association;
- 4.1.11. to enter into contracts or agreements with any person or organisation to further the purposes of the Association;
- 4.1.12. to retain, engage or employ professional or technical advisors in connection with the management of the Association and to pay reasonable remuneration for their services;
- 4.1.13. to take any gift, bequest or property, whether subject to any Trust or not, in furtherance of the Association's purposes;
- 4.1.14. to purchase and maintain insurance of all kinds, including, but not limited to, such reasonable and necessary insurance against any liability;
- 4.1.15. to indemnify and reimburse themselves out of the Association's Estate for any expenses or liabilities for example travelling and subsistence expenses which they reasonably and necessarily incur in relation to the purpose of the group or organisation;
- 4.1.16. to make application for and secure grants from public bodies, charitable institutions, voluntary organisations, the Lottery Commission and other means to fund the Association's purposes;
- 4.1.17. to appoint and convene such advisory committees or undertake such consultation as is considered appropriate;
- 4.1.18. to make such rules and procedures as they consider necessary for the day-to-day management of the Association;
- 4.1.19. to open a bank account in the name of the Association and receive and make payments in furtherance of the purposes and to monitor and release funds at the discretion of the Management Committee.

5. MEMBERSHIP

- 5.1. Membership shall be open to all residents, over 16 years of age, within the boundaries of the Association (2.1 above) who shall be full voting members.
- 5.2. Membership shall be free of subscription. This will be reviewed annually at the AGM and decided upon by the membership.
- 5.3. Membership shall cease immediately upon a person not being a resident within the boundaries of the Association (2.1 above).
- 5.4. Members and employees of Fife Council and other statutory agencies may be invited to attend Association meetings in an ex officio capacity.

6. THE MANAGEMENT COMMITTEE

- 6.1. A Management Committee (hereafter referred to as the Committee) shall be elected at the Annual General Meeting (AGM) of the Association and shall serve for 12 months.
- 6.2. The Committee shall consist of at least 6 members, who shall have the power to co-opt other members on to the committee (up to a maximum of 14), during the course of the year. All members will have voting rights.
- 6.3. The Committee shall elect from within their number a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. With the exception of Vice-Chairperson, no Committee member shall fill more than one position.
- 6.4. The Committee shall make and carry out decisions in accordance with decisions made at a General Meeting of the Association.

- 6.5. Meetings of the Committee shall be open to any member of the Association who wishes to attend.
- 6.6. There must be at least 4 of the Committee members present (including 2 office bearer) for any decisions to be made at a Committee meeting.
- 6.7. Five Councillors may attend committee meetings as and when invited by the committee.
- 6.8. Voting members may be co-opted from residents to fill casual vacancies throughout the year.
- 6.9. Committee members can be voted off if they have not attended three consecutive meetings without good reason and have not submitted their apologies.
- 6.10. Committee members must declare any interest they may have in the topic under discussion and the committee will decide if they need to forfeit their right to vote on this occasion.
- 6.11. Conduct of business at Committee meetings will be governed by the Association Standing Orders (Schedule 1).
- 6.12. **Sub-Committees.**
 - 6.12.1. The Committee will have the power to set up sub-committees to deal with specific interests. The sub-committee will have devolved power to deal with specific interest under a written remit.
 - 6.12.2. Sub-committees will be made up of members of the Association. However, the Committee may enlist the services of any person who will be of benefit to the Sub-Committee for any such purpose in a non-voting capacity.
 - 6.12.3. Sub-committees shall be subject to the same Standing Orders (Schedule 1) as the Management Committee.

7. MEETINGS OF THE ASSOCIATION

- 7.1. All Association meetings shall be conducted in accordance with the Association Standing Orders (Schedule 1).

7.2. Annual General Meeting (AGM)

- 7.2.1. The first General Meeting of the Association shall be held not later than 15 months after the date of the adoption of this constitution.
- 7.2.2. Thereafter, an AGM shall be held every 12 months to receive the management committee reports, to discuss the activities of the Association, to receive the independently examined accounts and to elect the Management Committee.
- 7.2.3. The AGM shall be held at a suitable venue to accommodate as many members as possible.
- 7.2.4. The Secretary shall give at least 21 days notice of the AGM to members.
- 7.2.5. Any member of the Association wishing to bring forward business suitable for consideration at the AGM shall give notice, in writing, to the Secretary at least 14 days before the meeting.
- 7.2.6. The quorum shall be 2/3 of members present and voting, with a minimum of 6 attendees.
- 7.2.7. The Committee members shall hold office until the conclusion of the next AGM after their election but shall be eligible for re-election.

7.3. Special General Meeting

- 7.3.1. The Committee may at any time call a Special General Meeting of the Association.
- 7.3.2. Any Association member, having the written support of 12 other members, may request the Committee to call a Special General Meeting of the Association.

7.3.3. The Secretary shall call the meeting within 7 days of this request giving 14 days notice.

7.4. General Meeting

7.4.1. General meetings of the Association open to all members shall be held at least 3 times per year to discuss matters of importance and to keep the members informed of the Associations activities.

7.4.2. The Secretary shall give members 14 days notice of a general meeting.

7.5. Routine Committee Meeting

7.5.1. Routine Committee Meetings shall be held regularly, as required, to discuss matters of importance to the Association.

7.5.2. The Secretary shall give Committee Members 7 days' notice of a routine management committee meeting.

8. FINANCES

8.1. The Association may raise funds by obtaining grants from other bodies or by fundraising schemes. All money raised by or on behalf of the Association shall be applied to further its objectives and for no other purpose.

8.2. All funds shall be kept in a bank account that shall be opened in the name of the Association.

8.3. The Chairperson, Vice-Chairperson, Secretary and the Treasurer (not married or co-habiting) shall be signatories on the account and all cheques shall require two of these signatures.

8.4. Accounts shall be kept by the Treasurer, and brought to every committee meeting where they may be inspected. Failure to bring the books to a meeting on three consecutive occasions will mean the Treasurer will be asked to resign.

8.5. All expenditure shall be agreed and controlled by the Committee. Receipts should be acquired for all expenditure over one pound.

8.6. All payments over ten pounds shall be made by cheque, not cash. Any exception to this rule shall be discussed and agreed by the committee.

8.7. No officer shall sign a blank cheque – all cheques to be filled in before signatures are added.

8.8. Once a year, the accounts will be independently examined by a suitable person, who is independent of the Committee (not married or co-habiting), and presented to the Annual General Meeting.

8.9. All correspondence of the Association, including the bank statement, shall be addressed to the secretary.

9. NOTICES TO MEMBERS

9.1. All notices to members will be by flyer/post delivered to their address and/or by publication in the 'Communities' page of Dunfermline Press.

10. CHANGES TO CONSTITUTION

10.1. This constitution shall only be changed at a Special General Meeting of the Association, or at the AGM.

10.2. For decisions to be taken there must be a quorum of at least 2/3 of members present and voting, with a minimum of 6 attendees. The voting shall be by simple majority of those present.

10.3. All Association members shall be given notice of the meeting and proposed changes.

- 10.4. Proposed changes must be submitted to the Secretary in writing not less than 28 days before the AGM. The Secretary must notify members of any proposed changes within 14 days of the meeting.

11. EQUAL OPPORTUNITIES

- 11.1. The Association will be non-political and will uphold equal opportunities and work towards good relations amongst all members of the community, specifically prohibiting any conduct which discriminates or harasses on grounds of nationality, race, religion, disability, political belief, sex or sexual orientation.

12. CHILD & VULNERABLE ADULT PROTECTION

- 12.1. The Association will ensure that any activities they are involved in will be a safe environment for children and vulnerable adults.
- 12.2. Before the Association is involved in activities involving children and/or vulnerable adults a Child & Vulnerable Adults Protection Policy will be adopted and a committee member will be appointed to take responsibility for its implementation.

13. DISSOLUTION OF THE ASSOCIATION

- 13.1. The Association may only be dissolved by a Special General Meeting called for that purpose. Such a meeting shall come about following a proposal in writing signed by a simple majority of those remaining on the committee being submitted to the Secretary.
- 13.2. All members shall be informed of such a meeting at least 21 days before the date of the meeting.
- 13.3. Dissolution of the Association shall only take effect if agreed by two thirds of the members present and voting at the Special General Meeting.
- 13.4. Any assets remaining after meeting liabilities must be distributed among local charities or other community group with similar aims of the Association, nominated by that meeting.
- 13.5. The balance of any money received via funding bodies should be returned to the funders in relation to the funding criteria if required.
- 13.6. On dissolution, any documents belonging to the Association shall be disposed of in a manner agreed at the Special General Meeting.

This constitution was adopted at AGM of the Crombie Residents Association on 23 March 2015.

Amended in accordance with the minute of the GM 26 October 2015.

Signed:

Print name:

Chairperson	Original signed.....	Mike Coughlan.....
Secretary	Original signed	Tony Orton.....
Treasurer	Original signed	Ruth Padmore.....

Schedule 1. Standing Orders

Schedule 2. Child & Vulnerable Adults Protection Policy (TBA)

SCHEDULE 1

CROMBIE RESIDENTS ASSOCIATION

STANDING ORDERS

1. MEETINGS OF THE ASSOCIATION

- 1.1. The Association shall normally meet at the Crombie Community & Leisure Centre.

2. NOTICE OF ASSOCIATION MEETINGS

- 2.1. Notification to Association members of the time and place of the meeting shall be given by being left at or sent by post to the usual place of residence of every member of the Association.

3. CHAIR

- 3.1. The Chair shall be responsible for the general conduct of the meetings and shall, among other things:
- 3.1.1. preserve order and ensure that every Association member has a fair hearing;
 - 3.1.2. decide on all matters of order, competency and relevancy;
 - 3.1.3. determine all questions of procedure in reference to which no express provision is made under these Standing Orders.
- 3.2. The ruling of the Chair on all matters within his/her jurisdiction as Chair is final.
- 3.3. In the case of an equality of votes at any meeting of the Association, the Chair, or in his/her absence, the Vice-Chair, shall have a second or casting vote, except where the matter which is the subject of the vote relates to the appointment of a member of the Association to any particular office or Committee, in which case the decision shall be by secret ballot.

4. CONDUCT

- 4.1. At meetings of the Association -
- 4.1.1. the Chair, or in his/her absence, the Vice-Chair, shall take the chair; in the absence of the Chair and Vice-Chair, the members present shall appoint one of their number to be Chair for the meeting;
 - 4.1.2. every member of the Association shall address the Chair;
 - 4.1.3. the Chair shall be heard without interruption;
 - 4.1.4. if any member of the Association disregards the authority of the Chair, or is guilty of obstructive or offensive conduct, a motion may be moved and seconded to suspend the member for the remainder of the meeting; the motion shall be put without discussion and, if carried, such member shall then immediately leave the meeting; and
 - 4.1.5. the Chair shall be entitled, in the event of any disorder arising, to adjourn the meeting to a time he/she may then or afterwards fix.

5. ADJOURNMENT OF MEETING

- 5.1. The Association may adjourn any meeting to such time as the Chair and Secretary may then or afterwards fix.

- 5.2. When an adjourned meeting is resumed, proceedings shall commence at the point at which they were broken off at the adjournment.

6. QUORUM

- 6.1. No business shall be transacted at a meeting of the Association unless a quorum is present.
- 6.2. A quorum shall consist of the greater of at least 2/3 of the actual number of Association members present and voting or 6 of such members of the association entitled to vote upon the question before the meeting.
- 6.3. If a quorum is not present, the Chair shall adjourn the meeting for 15 minutes and, after this time has passed, the Chair shall close the meeting if a quorum is still not present.
- 6.4. Nothing in paragraph 6.1 and 6.2 shall preclude members of the Association agreeing to continue to meet – where the meeting would otherwise be inquorate – to discuss business in which event the Secretary or such other person appointed by the members present shall take a note of the discussions and recommendations of the members and the note shall be submitted to the next meeting of the Association for decision by the Association.
- 6.5. Subject to Standing Order 6.1, the proceedings of the Association shall not be invalidated by reason of any vacancy among the members, or any defect in the appointment of any member.

7. APPROVAL OF MINUTES

- 7.1. At each Association meeting the minutes of the previous meeting shall be submitted for approval. After the minutes have been approved as a correct record of the meeting to which they relate, subject to or without amendment, they shall be signed by the Chair.
- 7.2. Copies of the minutes shall be available in a format which can be circulated as required.

8. MOTIONS AND AMENDMENTS

- 8.1. Every motion, or amendment, shall be moved and seconded and shall, if required by the Chair, be reduced to writing and handed to the Secretary, and in that case shall be then read before it is further discussed or put to the meeting. A member shall not move or second more than one amendment upon a motion.
- 8.2. A member who speaks shall speak strictly to the motion under discussion, or to a motion or amendment to be proposed by himself, or to a point of order.
- 8.3. A motion or amendment once moved and seconded, shall not be withdrawn without the consent of the mover and seconder thereof.
- 8.4. Every amendment must be relevant to the motion to which it is moved. The Chair shall decide as to the relevancy and shall have the power, with consent of the meeting, to conjoin motion or amendments which are not inconsistent with each other.
- 8.5. All additions to, omissions from, or variations upon a motion shall be considered as amendments to the motion and shall be disposed of accordingly.

9. VOTING

- 9.1. Voting shall be by a simple majority on a show of hands, unless one third of the members present and entitled to vote at the meeting signify their objection. The Committee will then require to decide whether the vote should be taken by secret ballot.
- 9.2. When only one amendment is made upon a motion, the vote shall be taken between the amendment and the motion in that order. Where there is more than one amendment, the amendment last proposed shall be put against that immediately preceding, and then the one which is carried shall be put against the next preceding, and so on until there remains only one amendment. This amendment shall then be put against the motion and whichever is carried shall be the finding of the meeting.

10. RESCISSION OF PREVIOUS RESOLUTIONS

- 10.1. No resolution of the Association shall be altered or revoked within six months of its adoption, except by a Notice of Motion to that effect, specified in the circular calling the meeting.

11. DECLARATIONS OF INTEREST

- 11.1. Any member who becomes aware before or during any meeting of the Association that he or any person connected with him has, directly or indirectly, an interest or duty relevant to the matter under discussion which is material and which conflicts or may conflict with the interests or the Association, shall declare such interest. The Committee will decide if they need to forfeit their right to vote on this occasion.

12. REQUIREMENT OF CONFIDENTIALITY

- 12.1. Any information presented in confidence to the Association or any matter discussed in confidence at a meeting of the Association shall be treated as confidential to the Association by any person –

- to whom such information has been presented; or
- who was present during any such discussion of it.

13. PUBLIC ACCESS TO MEETINGS

- 13.1. A meeting of the Association shall be open to all members of the Association

- 13.2. The Management Committee may, however, decide to exclude Association members from a meeting or part of a meeting where -

13.2.1. information relating to any particular applicant for, or recipient or former recipient of, any financial assistance provided by the Association;

13.2.2. information relating to the financial or business affairs of any particular person (other than the Association);

13.2.3. any terms proposed or to be proposed by or to the Association in the course of negotiations for a contract for the acquisition or disposal of property or the supply of goods or services relating to that Association;

13.2.4. any instructions to counsel and any opinion of counsel (whether or not in connection with any proceedings) and any advice received, information obtained or action to be taken in connection with:-

- any legal proceedings by or against the Association; or
- the determination of any matter affecting the Association, (whether, in either case, proceedings have been commenced or are in contemplation).