

CONSTITUTION

for

ABERDEEN CARE AND REPAIR GROUP

4 Carden Place, Aberdeen AB10 1UT

1 NAME & CONSTITUTION

- 1.1 The name of the organisation shall be “Aberdeen Care and Repair Group (“the Group”)
- 1.2 The members of the Group shall comprise the members of the Aberdeen Care and Repair Advisory Committee (“the Advisory Committee”), unless any individual declines membership. The basis of composition of the Advisory Committee is set out in Appendix 1 attached.
- 1.3 Should the Advisory Committee cease to exist, the bodies it represented shall be responsible for the appointment of the members of the Group. In such an eventuality members of the Group shall be appointed from the same or similar bodies and in the same or similar proportions as at the date of the adoption of this Constitution.
- 1.4 No more than one Castlehill Housing Association employee shall be a member of the Group at any one time.
- 1.5 The members of the Group shall be responsible for furthering the aims of Aberdeen Care and Repair.
- 1.6 The members of the Group shall meet in General Meeting from time to time as set out in the Constitution.
- 1.7 The Group shall meet as a committee (“The Management Committee”) as set out in this Constitution.
- 1.8 The Management Committee shall exercise the management role in respect of the Group.

2 OBJECTS

The objects of the Group shall be the promotion of the welfare of elderly and/or disabled persons resident in the Aberdeen City area in respect of housing and other relative matters in any manner whatsoever which is now or may hereafter be deemed by law to be charitable and to achieve these objects and without prejudice to the foregoing generality the Group shall:

- 2.1 The clients assisted shall be primarily owner-occupiers or tenants of a private landlord. Notwithstanding the foregoing, the objects of the group shall be restricted to facilitating the repair, maintenance and improvement of housing.
- 2.2 Help elderly and/or disabled persons to repair, maintain and improve their homes by the provision of grants.
- 2.3 Make representations to relevant bodies on behalf of elderly and/or disabled persons.

- 2.4 Make available information to elderly and/or disabled persons and pass on information to relevant bodies on their behalf.
- 2.5 Promote and run relevant services.
- 2.6 Otherwise assist elderly and/or disabled persons to stay in their own homes.
- 3 COMMITTEE and MEETINGS
- 3.1 The Management Committee shall meet not less than four times a year.
- 3.2 The Management Committee shall have power to co-opt additional members with appropriate experience and expertise.
- 3.3 The members of the Group shall hold an Annual General Meeting on an annual basis and not more than 15 months after the holding of the preceding Annual General Meeting.
- 3.4 The business transacted at the Annual General Meeting shall include:
- 3.4.1 Consideration of reports on the Group's activities, including a financial report and accounts.
- 3.4.2 Appointment of a Managing Agent, whom failing, a Secretary as provided in Clause 5.1, having the duties and responsibilities set out at Clause 4.
- 3.4.3 Remuneration of Managing Agent or Secretary
- 3.4.4 Appointment of Auditors.
- 3.5 A Special General Meeting may be called by an office bearer or the Managing Agent or three members of the Group.
- 3.6 Twenty one days clear written notice shall be served on members of the Group for Annual General Meetings or Special General Meetings.
- 4 MANAGING AGENT OR SECRETARY
- The duties of the Managing Agent or Secretary shall be:
- To ensure appropriate accounting records are held.
 - To prepare Group Accounts in accordance with statutory regulations and best practice.
 - To arrange external audit of Accounts.
 - To call Management Committee meetings and General Meetings in accordance with the Constitution.
 - To ensure statutory returns are lodged.
 - To provide workers to seek to secure charitable funds on behalf of clients.
 - Any other duties as agreed at an Annual General Meeting or Special General Meeting.
- 5 OFFICE BEARERS
- 5.1 The Office Bearers of the Management Committee shall be the Chairman and Treasurer who shall be appointed at the first meeting following the AGM. In the event that no Managing Agent is appointed at the AGM, a Secretary shall be appointed.
- 5.2 The Chairman of the Group shall not be the same person as the Chairman of the Advisory Committee

5.3 An office bearer shall hold office from the date of election to the conclusion of the first meeting following the next Annual General Meeting.

5.4 An office bearer may at any time resign from office by serving at least seven days notice on the Management Committee, and the Managing Agent.

6 QUORUM

6.1 At any general meeting of the members of the Group a quorum shall consist of six members. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the office bearers may determine. If during a meeting such a quorum ceases to be present, unfinished business shall stand adjourned to the same day in the next week at the same time and place or to such a time and place as the office bearers may determine. If at such adjourned meetings a quorum is not present within half an hour from the time appointed for the adjourned meeting, such of the members present in person or by proxy shall constitute a quorum.

6.2 At any meeting of the Management Committee a quorum shall consist of four members, provided that not all members are representatives of Aberdeen City Council.

7 FINANCE

7.1 The Group's financial year shall run from 1 April to 31 March. The Committee shall cause proper books of accounts to be kept with respect to:

7.1.1 All sums of money received and expended by the Group and the matters in respect of which the receipt and expenditure takes place.

7.1.2 All assets and liabilities of the Group.

7.2 The accounts of the Group shall be audited at least once in every financial year by the auditors duly appointed in terms of Clause 3.4.4. The accounts shall be submitted for consideration at the next Annual General Meeting.

7.3 The Group shall have power to obtain, collect and receive money and funds by means of contributions, donations, subscriptions, deeds of covenant, legacies, grants or any other lawful method and to accept and receive gifts of property of any description.

7.4 All income and property of the Group wheresoever derived shall be applied solely towards promotion of the Objects and no remuneration or other payment whatsoever shall be made to any Committee member or any worker - provided that nothing herein shall prevent the reimbursement by the Group to any Committee member or any worker of any reasonable and properly incurred out-of-pocket expenses.

8 WORKERS

8.1 The Managing Agent shall provide such workers to the Group as the Group may reasonably request from time to time. The workers shall remain the employees of the Managing Agent, and shall at no time be considered or represented to third parties as employees of the Group.

8.2 Any Worker shall not be entitled to any remuneration or any other payment from the Group in respect of services provided by the worker to the Group, other than the reimbursement of reasonable and properly incurred out-of-pocket expenses in terms of Clause 7.4.

8.3 The Management Committee reserve the right to reject any worker provided to the Group by the Managing Agent where, in the reasonable opinion of the Management Committee, the worker is inappropriate or not suitably qualified to carry out services on behalf of the Group, in which case the Managing Agent shall provide an alternative worker to the Group.

9 INDEMNITY

9.1 A Management Committee member shall be answerable to the Group only for his own acts, neglect or defaults and not for those of any other Committee member or of the Group.

9.2 In the event of any dispute arising between the Group and any third party, the Group shall indemnify and hold harmless all and any of the Management Committee members from and against any and all loss, damage or liability in respect of any claim against the Group, other than any claim against a Management Committee member arising from any negligent act, omission or default of that Management Committee member in connection with or arising from the Management Committee member's involvement with the Group.

10 DISSOLUTION

The Group may at any time be dissolved by a Resolution supported by 75% of the members entitled to vote at a meeting of the Group of which at least 21 clear days notice in writing shall have been sent to all members of the Group. Such Resolution may give instructions for the disposal of any assets held by or in name of the Group, 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 Group but shall be given or transferred to another Charitable institution or institutions having similar objectives to the Group, as the Group may decide.

11 AMENDMENT TO CONSTITUTION

Any amendment of this Constitution shall receive the assent of 75% of members of the Group entitled to vote at a Meeting specially called for the purpose, provided that notice of any such amendment shall have been received by the Managing Agent or Secretary in writing not less than 28 clear days before the Meeting at which the amendment is to be brought forward. At least 21 clear days notice in writing of such a Meeting setting forth the terms of the amendment to be proposed shall be sent by the Managing Agent or Secretary to each member of the Group. Provided that no amendment of this constitution shall be made without prior approval of the Inland Revenue.

12 PROXIES etc

It shall be competent for any member of the Group who is unable to attend any meeting of the Group (including the Annual General Meeting) to vote by way of instructing his or her proxy, in writing, to vote on his or her behalf at the meeting. Any proxy must be a member of the Group in terms of the Constitution, and must be notified to the Managing Agent or Secretary 7 days prior to the meeting.

Appendix 1

Aberdeen Care and Repair Advisory Committee

The Advisory Committee shall consist of no more than 16 members, and nominations may be accepted from the following organisations or individuals.

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| Aberdeen City Council | - up to 7 representatives |
| Communities Scotland | - 1 representative |
| Castlehill Housing Association | - 2 representatives
(1 staff member and 1 Castlehill Housing Association Committee member) |
| *Individuals or persons nominated by other independent organisations | - up to 6 representatives. |

*At the time of approval of this constitution – 5 March 2002, the Advisory Committee contained representatives from 2 organisations (SCARF and VSA) and 3 individuals – Melville Watson, Olive Rutherford and Colin Smith.