

# CONSTITUTION OF Quiet Waters

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## GENERAL

### 1 NAME AND PRINCIPAL OFFICE

- 1.1 The name of the Scottish Charitable Incorporated Organisation is Quiet Waters (“hereafter referred to as the SCIO”).
- 1.2 The Principal Office of the SCIO is situated in Scotland.

### 2 DEFINITIONS & INTERPRETATION

- 2.1 The definitions and meanings specified in this Clause shall apply throughout this Constitution and any Schedule hereto, as follows:

Definition	Meaning
“AGM”	the Annual General Meeting;
“Applicants”	those first members/Trustees of the SCIO who are the individuals who make the Application to OSCR under section 54(1) of the Charities Act;
“Board”	the Board of Charity Trustees;
“Charitable Purposes”	as described in Clause 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts;
“Charities Act”	the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force;
“Charity”	a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts;
“Clause(s)”	Clause(s) of this Constitution;
“Constitution”	this Constitution, and any ancillary regulations thereunder, in force from time to time;
“EGM”	an Extraordinary General Meeting, and any General Meeting which is not an AGM;
“in writing”	written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non- transitory (albeit electronically-based) form;
“Members”	The Members of the SCIO are also the Charity trustees;
“Month”	a calendar month;
“Organisation”	any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person);
“OSCR” -	the Office of the Scottish Charity Regulator;

<b>“Property”</b>	any property, assets or rights, heritable or moveable, wherever situated;
<b>“SCIO”</b>	Quiet Waters;
<b>“Trustee(s)”</b>	the Charity Trustees (for the time being) of the SCIO.

### **3 CHARITABLE PURPOSES**

3.1 The charitable purposes of the SCIO ("the Charitable Purposes") are:

3.1.1 to advance the mental health and promote the wellbeing of families and individuals, enabling them to overcome their personal, relational and spiritual difficulties; enhancing their ability to cope with bereavement, trauma and loss, and re-establishing their sense of self-worth and belonging within the family and wider community through:

3.1.1.1 the provision of listening, support, information and counselling services tailored to meet the needs of individuals and the local community;

3.1.1.2 the provision of a service that is easily accessible to those in need, and a supportive and confidential setting where they can feel safe, respected and valued.

3.1.2 to advance education through the provision of comprehensive training packages in pastoral care and counselling.

### **4 POWERS**

4.1 In terms of section 50(5) of the Charities Act, the SCIO shall have power to do anything which is calculated to further the Charitable Purposes or is conducive or incidental to doing so. Without prejudice to the foregoing generality, the SCIO shall also have the powers, only in furtherance of its Charitable Purposes.

### **5 LIABILITY OF MEMBERS (CHARITY TRUSTEES)**

5.1 The members/charity trustees of the organisation have no liability to pay any sums to help to meet the debts (or other liabilities) of the organisation if it is wound up; accordingly, if the organisation is unable to meet its debts, the members/charity trustees will not be held responsible.

5.2 The members/charity trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 5.1 does not exclude (or limit) any personal liabilities they might incur if they are in breach of those duties or in breach of other legal obligations or duties that apply to them personally.

## **6 General Structure of the SCIO**

- 6.1 The structure of the SCIO comprises of the CHARITY TRUSTEES who are also the organisation's only members and comprise the organisation's BOARD.

## **7 Membership Subscriptions**

- 7.1 No subscription shall be payable.

## **8 Board Eligibility**

- 8.1 A person will not be eligible for election or appointment to the board if he/she is: -
- 8.1.1 disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005; or
  - 8.1.2 an employee of the organisation.

## **9 Number of Charity Trustees**

- 9.1 The number of charity trustees shall never fall below 3 and exceed 8 individuals.

## **10 Board Appointment**

- 10.1 The appointment of a new Trustee shall be formally proposed and seconded at a Trustees' meeting, shall be approved if all existing Trustees agree unanimously, and shall be recorded in the minutes of the meeting.
- 10.2 The appointment shall take effect from the date of the meeting at which the proposal is approved.
- 10.3 The prospective trustees should be able to demonstrate that he or she has specialist skills, knowledge or experience to assist with the management of the SCIO and that they subscribe to the purposes of the SCIO.

## **11 Termination of Office**

- 11.1 Trustees shall serve for an initial period of three years. This shall then be reviewed by the Board and will be renewable every three years (subject to review) up to a maximum of four consecutive three year periods. A person may return to the office of Trustee at a later date, no less than three years from the date he/she demitted office.
- 11.1.1 An exception to 11.1 above can be made where a Trustee is elected to Chair of the Board.
  - 11.1.2 A person may serve as Chair for no more than three consecutive terms with each term being three years.

11.1.3 A person may serve as Treasurer for no more than three consecutive three year periods.

11.2 Any Trustee must cease to be a Trustee in any one or more of the following events:

11.2.1 if he or she is prohibited from being a charity trustee by virtue of section 69 (2) of the Charities Act;

11.2.2 if, in terms of section 66(5) of the Charities Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act, such Trustee being entitled to be heard prior to the Board taking a decision;

11.2.3 if he or she holds any office of profit or is employed by the SCIO;

11.2.4 if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee;

11.2.5 if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office.

11.2.6 if he or she is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office;

11.2.7 if by notice in writing to the SCIO, he or she resigns his or her office as a Trustee.

## **12 Register of Trustees**

12.1 The Board shall maintain a Register of Trustees, setting out the following details of each Trustee, namely, name, address, date of appointment and any offices held.

12.2 Where a Trustee is not a natural person, the following details shall be included on the Register, namely, name, any other name by which it is known, any offices held, its principal contact, its principal address, its charity number (if applicable) and its company number (if applicable).

12.3 Where a Trustee is appointed by OSCR, in terms of section 70A of the Charities Act, this fact must be stated on the Register.

12.4 The Register must provide the following details of each former Trustee for at least five years after cessation of trusteeship, namely name, any offices held and date of cessation of trusteeship.

12.5 The Register of Trustees is open to all Trustees of the SCIO, but Trustees'

addresses (or any of them) can be kept confidential by the SCIO.

12.6 Changes to the Register must be made within twenty-eight days of the SCIO receiving notice of any change.

12.7 If an individual requests the SCIO to provide a copy of its Register of Trustees, he or she is, if the request is reasonable, entitled to be given a copy within twenty-eight days. The SCIO may not charge for doing so. The SCIO can omit all or any of its Trustees' addresses in its response to a request.

## **GENERAL MEETINGS**

### **13 Convening an AGM**

13.1 The Board shall convene an AGM annual, at least once in every fifteen month period.

13.2 The AGM does not need to be held exclusively in one place, provided that, where two or more trustees are not in the same place as each other, they are all able to communicate together and vote thereat.

### **14 AGM Agenda**

14.1 The business of each AGM shall include:

14.1.1 the report by the Chairperson on the activities of the SCIO;

14.1.2 the appointment of Trustees (where relevant);

14.1.3 the report of the independent financial examiner;

14.1.4 receiving the annual accounts of the SCIO;

14.1.5 the appointment of the independent financial examiner.

### **15 Convening an EGM**

15.1 The Trustees may convene an EGM whenever they think fit.

15.2 Any such meeting convened in terms of this Clause shall not be an AGM.

### **16 Notice of General Meetings**

16.1 At least 14 clear days' notice shall be given of every AGM and EGM.

16.2 The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the specific nature of that business.



16.3 The notice shall be sent, in the manner specified in this clause, to all Trustees and to such persons or organisations as are under this Constitution entitled to receive such notices.

16.4 The accidental omission to give notice of a General Meeting to or the non-receipt of such notice by, any persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any AGM or EGM.

## **17 Chairperson of General Meetings**

17.1 The Chairperson of the SCIO, shall act as chairperson of each General Meeting. If neither the Chairperson is present and willing to act as chairperson of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will act as chairperson of that meeting.

## **18 Quorum at General Meetings**

18.1 The quorum for a General Meeting shall be 3 Trustees, present in person. No business shall be dealt with at any General Meeting, other than the appointment of the chairperson of the meeting in terms of Clause 16, unless a quorum is present.

18.2 If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present – the General Meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

## **19 Voting at General Meetings**

19.1 The chairperson of the meeting (see Clause 16) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.

19.2 Each Trustee shall have one vote, to be exercised in person at a General Meeting.

19.3 In the event of an equal number of votes for and against any resolution, the chairperson of the meeting shall have a casting vote as well as any deliberative vote. There are a number of exceptions to this, please see paragraph 20.2 below.

19.4 If a Trustee is unable to attend any general meeting, they may attend the meeting remotely by any teleconferencing mechanism.

19.5 The chairperson of the meeting may permit any other person or persons to attend a General Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the chairperson of the meeting whether any such observer may be invited to speak thereat.

## 20 Voting at General Meetings – Special Resolutions

- 20.1 At any General Meeting a resolution put to the vote of the meeting shall be voted upon by the Trustees who either are present in person and voting thereon, or are not present but are voting by written resolution in terms of Clause 20 (no account therefore being taken of trustees who abstain from voting or of trustees who are absent from the meeting who do not vote by written resolution).
- 20.2 All resolutions shall be voted on by a simple majority of the Trustees, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than two-thirds of the Trustees present or via teleconferencing mechanism and voting thereon, namely:
- 20.2.1 to alter the name of the SCIO;
  - 20.2.2 to amend the Charitable Purposes;
  - 20.2.3 to amend this Constitution;
  - 20.2.4 to amend the maximum number of Trustees;
  - 20.2.5 to purchase or sell any heritable property owned by the SCIO or any of its subsidiaries and to purchase any heritable property wherever situated;
  - 20.2.6 to form, acquire or dispose of any subsidiary;
  - 20.2.7 to acquire or dispose, whether by the SCIO or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the SCIO or by any of its subsidiaries in any formal trust or joint venture;
  - 20.2.8 to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the SCIO or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock;
  - 20.2.9 to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the SCIO;
  - 20.2.10 all other Special Resolutions.
- 20.3 An ordinary resolution to be proposed at a General Meeting may be amended if:
- 20.3.1 written notice of the proposed amendment is received by the SCIO from a Trustee entitled to vote thereat not less than 48 hours before the

time appointed for the holding of the meeting or adjourned meeting; and

20.3.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

20.4 A Special Resolution to be proposed at a General Meeting may be amended if:

20.4.1 the chairperson of the meeting proposes the amendment at the General Meeting at which the Special Resolution is to be proposed; and

20.4.2 the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.

20.4.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

## **21 Voting – Written Resolutions**

21.1 Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Clause are followed.

21.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the Trustees shall be as valid and effective as if the same had been passed at a meeting of the SCIO duly convened and held, provided that the terms of this Clause are followed.

21.3 A Special Resolution in writing signed by or on behalf of not less than two-thirds of all the Trustees shall be as valid and effective as if the same had been passed at a General Meeting of the SCIO duly convened and held, provided that the terms of this Clause are followed.

21.4 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of his or her term of office, or for the removal of an independent financial examiner prior to the expiration of his or her term of office.

21.5 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all Trustees on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Trustees).

21.6 Where such a written resolution is proposed, it must include the following express statements:

21.6.1 an explanation to the eligible trustees how to signify their agreement to the resolution;

21.6.2 how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail);

21.6.3 clarification that a failure to reply will be deemed to be a vote against the resolution in question;

21.6.4 the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).

21.7 Where such a written resolution is proposed by Trustees, the following shall apply:

21.7.1 the request may be made in hard copy (by hand or by post) or in electronic form (by fax or by e-mail);

21.7.2 the request must identify the resolution for consideration;

21.8 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Trustees.

21.9 Once a Trustee has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

## **BOARD MEETINGS**

### **22 Quorum**

22.1 The quorum for Board meetings shall be 3 Trustees. No business shall be dealt with at a Board meeting unless a quorum is present either in person or via a teleconferencing mechanism.

22.2 A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

### **23 Minimum number of Board Meetings**

23.1 The board shall hold a minimum of four (4) meetings each year, usually every three months, at dates and times agreed in advance.

### **24 Convening Board Meetings**

24.1 Meetings of the Board may take place in person or by any teleconferencing mechanism whereby all the directors participating in the meeting can hear each other, approved from time to time by the Board; a director participating in a meeting in this manner shall be deemed to be present in person at the meeting.

- 24.2 Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
- 24.3 A Trustee may at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.

## **25 Chairperson of Board Meeting**

- 25.1 The Chairperson shall be entitled to preside as chairperson of all Board meetings at which he or she shall be present.
- 25.2 If at any meeting neither the Chairperson is present and willing to act as chairperson of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be chairperson of the Board meeting, which failing the meeting shall be adjourned until a time when the Chairperson will be available.
- 25.3 The chairperson shall hold office for a maximum three consecutive terms each of three years.

## **26 Voting at Board Meetings**

- 26.1 The chairperson of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.
- 26.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.
- 26.3 In the event of an equal number of votes for and against any resolution at a Board meeting, the chairperson of the meeting shall have a casting vote as well as a deliberative vote.
- 26.4 A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

## **27 Delegation**

- 27.1 The Board may delegate any of its powers to any sub-committee or persons or

person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

## **28 Observers**

28.1 The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

## **29 Minutes**

29.1 The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chairperson of such meeting, or by the chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.

## **30 Ancillary Regulations**

30.1 The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to this Constitution, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, employees, stakeholders and/or others.

## **MISCELLANEOUS**

### **31 Remuneration**

31.1 The income and property of the SCIO shall be applied solely towards promoting the Charitable Purposes.

31.2 No part of the income or property of the SCIO shall be paid or transferred (directly or indirectly) to the Trustees of the SCIO, whether by way of dividend, bonus or otherwise, except where such Trustees are in receipt of income or property of the SCIO as a beneficiary of the SCIO in terms of the Charitable Purposes.

31.3 No benefit (whether in money or in kind) shall be given by the SCIO to any Trustee except the possibility of:

31.3.1 repayment of out-of-pocket expenses to Trustees (subject to prior

agreement by the Board); or

31.3.2 reasonable remuneration to a Trustees in return for specific services actually rendered to the SCIO (not being of a management nature normally carried out by a director of a company); or

31.3.3 payment of interest at a rate not exceeding the commercial rate on money lent to the SCIO by any Trustee; or

31.3.4 payment of rent at a rate not exceeding the open market rent for property let to the SCIO by any Trustee; or

31.3.5 the purchase of property from any Trustee provided that such purchase is at or below market value or the sale of property to any Trustee provided that such sale is at or above market value; or payment to one or more Trustees by way of any indemnity where appropriate

## **32 Charity Trustee – Legal Duties**

32.1 Each of the charity trustees has a duty, in exercising functions as a charity trustee, to act in the interests of the organisation; and, in particular, must:-

32.1.1 seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;

32.1.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

32.1.3 in circumstances giving rise to the possibility of a conflict of interest between the organisation and any other party:

32.1.3.1 put the interests of the organisation before that of the other party;

32.1.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the organisation and refrain from participating in any deliberation or decision of the other charity trustees with regard to the matter in question;

32.1.3.3 ensure that the organisation complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland) Act 2005.

32.2 In addition to the duties outlined in the preceding clause, all of the charity trustees must take such steps as are reasonably practicable for the purpose of ensuring: -

32.2.1 that any breach of any of those duties by a charity trustee is corrected by

the charity trustee concerned and not repeated;

32.2.2 that any trustee who has been in serious and persistent breach of those duties is removed as a trustee.

### **33 Conflicts of Interests**

33.1 Any Trustee and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the SCIO must declare that interest either generally to the Board or specifically at any relevant meeting of the SCIO.

33.2 A personal interest includes the following interests:

33.2.1 those of the Trustee or employee in question; and

33.2.2 those of his or her partner or close relative; and

33.2.3 those of any business associate; and

33.2.4 those of any firm of which he or she is a partner or employee; and

33.2.5 those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; and

33.2.6 those of any person or organisation responsible for his or her appointment as a Trustee.

33.3 Whenever a Trustee finds that there is a personal interest, he or she has a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot partake in discussions or decisions relating to such matter.

33.4 It shall be for the chairperson of the meeting in question to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting. Where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.

33.5 The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the SCIO have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.

33.6 The Board may resolve at any time to require all Trustees and employees to deliver



a Notice of Relevant Interests to the Principal Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

- 33.7 If existing, the Register of Interests shall be open for inspection by both the Board of the SCIO and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

## **FINANCES AND ACCOUNTS**

### **34 General**

- 34.1 The Board shall ensure that all funds and assets of the SCIO are applied towards achieving the Charitable Purposes.

### **35 Bank Accounts**

- 35.1 The banking account or accounts of the SCIO shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
- 35.2 All cheques and other negotiable instruments, and all receipts for monies paid to the SCIO, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

### **36 Accounting Records**

- 36.1 The Board shall cause accounting records to be kept in accordance with the requirements of the relevant regulations.
- 36.2 The accounting records shall be maintained by the Treasurer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the SCIO.

### **37 Accounts**

- 37.1 At or before each AGM, or otherwise after the Accounts have been approved by the Board. The accounts shall be accompanied by proper reports of the Board and the independent financial examiner. As an alternative, the Accounts may be available for inspection on the website of the SCIO (with all Trustees and the independent financial examiner (if applicable) being made aware that they are so

available for inspection there).

## **ADMINISTRATION**

### **38 Notices**

- 38.1 A notice may be served by the SCIO upon any Trustee, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such Trustee at his or her or its registered address as appearing in the Register of Trustees.
- 38.2 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.
- 38.3 A Trustee present at any meeting of the SCIO shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 38.4 The business of the SCIO and all its correspondence with and notification to or from Trustees may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a trustee specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the SCIO where the SCIO has advised each Trustee of this and has taken due steps to notify by other reasonable means all other trustees who state that they do not have access to the Internet.

### **39 Indemnity**

- 39.1 Without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Treasurer and all employees of the SCIO shall be indemnified out of the funds of the SCIO against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the SCIO and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

### **40 Alteration of Constitution**

- 40.1 No alteration in this Constitution may at any time be made unless by the decision of two-thirds of the Trustees present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.

### **41 Winding Up**

41.1 The winding-up of the SCIO may take place only:

- 41.1.1 on the decision of not less than two-thirds of its Trustees who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and on application to and consent of OSCR.
- 41.1.2 If, on the winding-up of the SCIO, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.
- 41.1.3 The charity or charities to which the property is to be transferred in terms of Clause shall be determined on the decision of not less than two-thirds of the Trustees of the SCIO who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than two-thirds of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board, whose decision shall be final and binding upon the SCIO.
- 41.1.4 If the organisation is to be wound up or dissolved, the winding-up or dissolution process will be carried out in accordance with the procedures set out under the Charities and Trustee Investment (Scotland) Act 2005
- 41.1.5 The Trustees of the SCIO are not liable to contribute to the assets of the SCIO upon its winding up.