

# **CONSTITUTION OF WEEGIE WEDNESDAY**

## **1) Name**

The Association shall be called “**Weegie Wednesday.**”

## **2) Objects**

The Association's Objects are:-

- 2.1 To promote networking and idea sharing between the following:- writers, poets, publishers, agents, booksellers, librarians, screenwriters, playwrights, writing students and teachers of writing, or anyone else with a professional interest in literature or writing in all its forms or in the professions or crafts associated with writing or literature, such people being hereinafter referred to as “Writers and Connected Persons.”
- 2.2 To provide an opportunity for Writers and Connected Persons to meet socially to talk about books, the art and craft of writing in all its forms and publishing.
- 2.3 To promote an interest in books, writing and publishing in Writers and Connected Persons.
- 2.4 To promote the acquisition of knowledge and skills about and in the fields of writing, poetry, bookselling, publishing, librarianship, agenting, screenwriting, playwrighting and any other field relating to the publishing of books or to the craft and art of writing, with Writers and Connected Persons.

## **3) Powers**

In pursuance of the Objects set out in Clause 2 above (but not otherwise), the Association shall have the following powers:

- 3.1 To organise networking, educational or social events for Writers and Connected Persons.
- 3.2 To carry on any activities which further any of the above Objects.
- 3.3 To purchase, take on, lease, hire or otherwise acquire, any property or rights suitable for or needed for the Association's activities.
- 3.4 To improve, manage, develop or otherwise deal with all or any part of the property and rights of the Association.
- 3.5 To sell, let, hire out, license, or otherwise dispose of all or any part of the property and rights of the Association.
- 3.6 To borrow money, and to give security in support of any such borrowings by the Association.

- 3.7 To employ such staff as are considered appropriate for the proper conduct of the Association'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 heir dependents.
- 3.8 To engage such consultants and advisers as are considered appropriate from time to time.
- 3.9 To effect insurance from time to time (which may include officers' liability insurance).
- 3.10 To invest any funds which are not immediately required for the Association's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- 3.11 To liaise with other voluntary sector bodies, local authorities, UK or Scottish Government departments and agencies, and other bodies or persons, all with a view to furthering the Association's Objects.
- 3.12 To establish and/or support any other charitable body, and to make donations for any charitable purpose falling within the Association's Objects.
- 3.13 To form any charitable company with similar objects to those of the Association, and, if considered appropriate, to transfer to any such company (without payment being required from the company) the whole or any part of the Association's assets and undertakings.
- 3.14 To take such steps as may be deemed appropriate for the purpose of raising funds for the association's activities.
- 3.15 To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- 3.16 To do anything which may be incidental or conducive to the furtherance of any of the Association's Objects.
- 3.17 To negotiate benefits for members with third parties.

#### **4) Structure**

The Association shall consist of:-

- 4.1 the "Members" – who have the right to attend the annual general meeting (AGM) (and any special general meeting (SGM)) and have important powers under this constitution; in particular, the members elect people to serve on the Committee and the Members shall also take decisions in relation to the constitution itself; and
- 4.2 the "Committee" – who hold regular meetings during the period between AGM's and generally control and supervise the activities of the Association; in particular, the committee is responsible for monitoring the financial position of the Association and ensuring that steps are taken to fulfill the Objects of the Association.

#### **5) Qualification for Membership of the Association**

- 5.1 Membership shall be open to Writers or Connected Persons.

5.2 Applicants shall be eighteen years of age, or over. Entry is open to women and men.

## **6) Application for Membership of the Association**

6.1 Any person who wishes to become a Member must sign, and lodge with the Association, a written application for membership.

6.2 The Committee may decide in its discretion to refuse to admit any person to membership.

6.3 The Committee shall consider each application for membership at the first Committee meeting which is held after receipt of the application; the Committee shall, within a reasonable time after the Committee meeting, notify the applicant of its decision on the application.

6.4 The Association is committed to equal opportunities and actively encourages participation and membership from all sections of the community.

6.5 All applications for Membership will be considered on an equal basis without regard to the gender, ethnic background, disability, religious belief or nationality of the applicant.

## **7) Subscription**

7.1 The subscription shall be reviewed at each AGM. It is competent to set the subscription at £0.

7.2 All continuing members must pay their annual membership fee by the date occurring one calendar month after the AGM in each year.

7.3 In the event of a lapsed subscription, re-entry to the Association will be in accordance with clause 6 above.

7.4 All new Members must pay their first membership fee with their application for Membership form.

7.5 No member of the Association will be in good standing if in debt to the Association on the date occurring one calendar month after the date of the AGM and will forfeit their Membership of the Association.

## **8) Register of Members**

The Committee shall maintain a register of Members, setting out the full name and address of each Member, the date on which s/he was admitted to membership and the date upon which any person ceased to be a Member.

## **9) Withdrawal from Membership**

Any person who wishes to withdraw from Membership shall sign and lodge with the Association a notice to that effect. On receipt of the notice by the association, s/he shall cease to be a Member.

## **10) General Meetings (Meetings of Members)**

- 10.1 The Committee shall convene an AGM in each year (but excluding the year in which the Association is formed). Not more than 15 months shall expire between one AGM and the next.
- 10.2 The business of each AGM shall include:
  - 10.2.1 A report by the Chairperson on the activities of the Association;
  - 10.2.2 Consideration of the annual accounts of the Association; and
  - 10.2.3 The election/ re-election of members of the committee, as referred to in Clause 4.2.
- 10.3 The Committee may convene a special general meeting at any time.
- 10.4 At least 14 clear days' notice in writing must be given (in accordance with this Clause 10) 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. Any alteration to the Constitution can only be made at a meeting of the members (whether that be an AGM or an SGM), and only upon the members being given 14 clear days' notice in writing of the proposed alteration.
- 10.5 The reference to "clear days" in clause 10.4 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, and also the day of the meeting, should be excluded.
- 10.6 The reference to "notice in writing" in 10.4 shall be deemed to include notice given by email to the last known email address of each member.
- 10.7 Notice of every general meeting shall be given (in accordance with this Clause 10) to all the members of the Association, and to all the members of the Committee.

## **11) Procedure at general meetings**

- 11.1 No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be 10% of members, present in person.
- 11.2 If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

- 11.3 The chairperson of the association shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the members of the Committee present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
- 11.4 The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
- 11.5 Every member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally.
- 11.6 If there is an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.
- 11.8 A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two members present in person at the meeting); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 11.9 If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

## **12) The Committee**

- 12.1 The Committee shall consist of no more than ten Members at any one time.
- 12.2 A person shall not be eligible for election/appointment to the Committee unless he/she is a member of the Association.

## **13) Election, retiral, re-election of the Committee**

- 13.1 At each annual general meeting (or at an SGM), the Members may elect any Member to be a member of the Committee.
- 13.2 The Committee may at any time appoint any Member to be a member of the Committee.
- 13.3 At the start of each annual general meeting, all of the members of the Committee shall retire from office - but shall then be eligible for re-election by the Members. The ten candidates with the most votes of the Members (or all candidates, if fewer stand, providing the other conditions pertaining to membership of the Committee contained within this Constitution are met) shall be duly elected to the Committee. For the avoidance of doubt, past Committee Members (i.e. those that have just stood down) shall be entitled to vote.
- 13.4 Where an election for any Committee post is taking place during a special general meeting, the existing members of the Committee shall not be required to vacate office (unless another Clause of this Constitution requires them to do so), and shall be entitled to vote along with the ordinary Members of the Association.

## **14) Termination of office**

- 14.1 A member of the Committee shall automatically vacate office if:-

- 14.1.1 he/she becomes debarred under any statutory provision from being a charity trustee (it shall be responsibility of each Committee member to inform the rest of the Committee in writing if he/she becomes so debarred, otherwise, unless express information has been provided in writing to the Committee to the contrary, it shall be assumed that each member of the Committee is entitled to act as a charity trustee).
- 14.1.2 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
- 14.1.3 he/she ceases to be a member of the association
- 14.1.4 he/she becomes an employee of the association
- 14.1.5 he/she resigns office by notice to the association
- 14.1.6 he/she is absent (without permission of the Committee) from more than three consecutive meetings of the Committee, and the Committee resolve to remove him/her from office.

**15) Register of Committee members**

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

**16) Officebearers**

- 16.1 The Committee members shall elect from among themselves a chair, a treasurer and a secretary, such positions being collectively known as “the Officebearers.” The Committee shall be entitled to appoint Committee members to such other positions as they consider appropriate, though these additional positions shall not have the formal obligations of the Officebearers as set out in the remainder of this Clause 16.
- 16.2 All of the Officebearers shall cease to hold office as a member of the Committee at each annual general meeting, but shall then be eligible for re-election to the Committee and to the Officebearer position previously held. Nothing shall stop any of the Officebearers from holding the same position for up to 3 full consecutive years. After holding the same office for 3 full consecutive years, an Officebearer shall not be entitled to re-election to that position at the annual general meeting immediately following their 3 year tenure, although they are free to seek re-election to the Committee, and to another office within the Committee. This shall be known as “the three year rule,” and shall be subject to the qualifications set out in clause 16.3 below.
- 16.3 If, at any annual general meeting the operation of the three year rule would prohibit all three of the previous year’s Officebearers from standing for re-election as an Officebearer, then it shall be competent for the Committee members to re-appoint two of those previous Officebearers to their previous positions provided the permission of the Members of the Association is granted to such re-appointments on the basis of a simple majority of the Members in attendance at the quorate annual general meeting in question. If a simple majority of the Members is not granted, the Committee shall be required to appoint a different member of the Committee to the Officebearer position in question.
- 16.4 A person elected to any office, whether that of an Officebearer, or another position named by the Committee, shall cease to hold that office if he/she ceases to be a member of the management Committee, ceases to be a member of the Association, or if he/she resigns from that office by written notice to that effect.

**17) Powers of management committee**

- 17.1 Except as otherwise provided in this Constitution, the Association and its assets and undertakings shall be managed by the Committee, who may exercise all the powers of the Association.
- 17.2 A meeting of the Committee at which a quorum is present may exercise all powers exercisable by the Committee.

**18) Personal interests**

- 18.1 A member of the Committee who has a personal interest in any transaction or other arrangement which the association is proposing to enter into, must declare that interest at a meeting of the management committee; he/she will be debarred from voting on the question of whether or not the association should enter into that arrangement.
- 18.2 For the purposes of clause 18.1, 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.
- 18.3 Provided
  - 18.3.1 he/she has declared his/her interest
  - 18.3.2 he/she has not voted on the question of whether or not the Association should enter into the relevant arrangement and
  - 18.3.3 the requirements of clause 18.5 are complied with,a member of the Committee will not be debarred from entering into an arrangement with the Association in which he/she has a personal interest (or is deemed to have a personal interest under clause 18) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
- 18.4 No member of the Committee may serve as an employee (full time or part time) of the Association, and no member of the Committee may be given any remuneration by the Association for carrying out his/her duties as a member of the Committee.

**19) Remuneration**

- 19.1 Where a Committee member provides services to the Association or might benefit from any remuneration paid to a connected party for such services, then
  - 19.1.1 the maximum amount of the remuneration must be specified in a written agreement and must be reasonable
  - 19.1.2 the Committee members must be satisfied that it would be in the interests of the Association to enter into the arrangement (taking account of that maximum amount)
  - 19.1.3 less than half of the Committee members must be receiving remuneration from the Association (or benefit from remuneration of that nature).
- 19.2 Notwithstanding the above, members of the Committee may be reimbursed for, and paid all traveling and other expenses reasonably incurred by them in connection with, their attendance at

meetings of the Committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

**20) Procedure at Committee meetings**

- 20.1 Any member of the Committee may call a meeting of the Committee or request the secretary to call a meeting of the Committee.
- 20.2 Questions arising at a meeting of the Committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
- 20.3 No business shall be dealt with at a meeting of the Committee unless a quorum is present; the quorum for meetings of the management committee shall be 50% of the members of the Committee.
- 20.4 If at any time the number of Committee members in office falls below three, the remaining Committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 20.5 Unless he/she is unwilling to do so, the chair of the Association shall preside as chairperson at every Committee meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Committee members present shall elect from among themselves the person who will act as chairperson of the meeting.
- 20.6 The Committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Committee; for the avoidance of doubt, any such person who is invited to attend a Committee meeting shall not be entitled to vote.
- 20.7 A Committee member shall not vote at a Committee 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 Association; he/she must withdraw from the meeting while an item of that nature is being dealt with.
- 20.8 For the purposes of clause 20.7, 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.

**21) Conduct of members of the management committee**

- 21.1 Each of the members of the Committee shall, in exercising his/her functions as a member of the Committee of the Association, act in the interests of the Association; and, in particular, must
  - 21.1.1 seek, in good faith, to ensure that the association acts in a manner which is in accordance with its objects (as set out in this constitution)
  - 21.1.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person
  - 21.1.3 in circumstances giving rise to the possibility of a conflict of interest of interest between the association and any other party:-
    - 21.1.3.1 put the interests of the association before that of the other party, in taking decisions as a member of the management committee; and/or



21.1.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the association and refrain from participating in any discussions or decisions involving the other members of the management committee with regard to the matter in question

21.1.4 ensure, where the Association has applied for or had received charitable status, that the association complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

## **22) Delegation to sub-committees**

22.1 The Committee may delegate any of their powers to any sub-committee consisting of one or more Committee members and such other persons (if any) as the Committee may determine; they may also delegate to the chair of the association (or the holder of any other post) such of their powers as they may consider appropriate.

22.2 Any delegation of powers under clause 22.1 may be made subject to such conditions as the Committee may impose and may be revoked or altered.

22.3 The rules of procedure for any sub-committee shall be as prescribed by the Committee.

## **23) Operation of accounts and holding of property**

23.1 The signatures of two out of three signatories appointed by the Committee shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the association; all of the signatories must be members of the Committee.

23.2 The title to all property (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be held either in the names of the chair, treasurer and secretary of the association (and their successors in office) or in name of a nominee company holding such property in trust for the association; any person or body in whose name the association's property is held shall act in accordance with the directions issued from time to time by the Committee.

## **24) Minutes**

24.1 The Committee shall ensure that minutes are made of all proceedings at general meetings, Committee 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 chairperson of the meeting and seconded by another Committee member, or member of the sub-committee if no Committee member was present.

## **25) Accounting records and annual accounts**

25.1 The Committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements. On a day to day basis, this task shall be performed by the Treasurer. The Association's financial year shall be 1<sup>st</sup> Jan to 31<sup>st</sup> December in each year.

25.2 The Committee 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.

**26) Notices**

- 26.1 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 association or by email to the member at the last email address intimated by him/her to the association.

**27) Dissolution**

- 27.1 If the Committee determines that it is necessary or appropriate that the association 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.
- 27.2 If a proposal by the Committee to dissolve the association is confirmed by a two-thirds majority of those present and voting at the general meeting convened under clause 27.1, the Committee shall have power to dispose of any assets held by or on behalf of the association - and any assets remaining after satisfaction of the debts and liabilities of the association shall be transferred to some other charitable body or bodies having objects similar to those of the association; the identity of the body or bodies to which such assets are transferred shall be determined by the members of the association at, or prior to, the time of dissolution.
- 27.3 For the avoidance of doubt, no part of the income or property of the association shall (otherwise than in pursuance of the association's charitable objects) be paid or transferred (directly or indirectly) to the members, either in the course of the association's existence or on dissolution.

**28) Alterations to the constitution**

- 28.1 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 written notice of the meeting, and of the resolution, is given in accordance with the terms of this Constitution.

**29) Interpretation**

- 29.1 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;
- 29.2 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. Initial members of the management committee
- 29.3 The initial members of the Committee, and the positions held by each, shall be as set out below.

30) **Liability of members**

- 30.1 Notwithstanding any rule of law, presumption or practice to the contrary, every member of the Association (save for any honorary members) shall be jointly and severally liable with the other members of the Association for all or any costs, claims, damages or other liabilities incurred or sustained while that member remains as a member of the Association, either by the Association or by any member(s) or group of members (including any committee or sub-committee) acting in the due and proper performance of the duties or functions undertaken by them in connection with the affairs of the Association or otherwise acting within the authority (actual, ostensible or apparent) granted to them under the constitution of the Association or by the members or any duly authorised group of members of the Association.
- 30.2 Without prejudice to the generality, for the purposes of Clause a) above 'liability' shall include, but shall not be limited to, liability arising under contract, delict, statute or common law.
- 30.3 Without prejudice to the provision of Clause 30.1, any liability incurred or sustained for the purposes of that clause shall be settled firstly out of the proceeds of any insurance cover taken out by the Association or any member(s) of the Association covering such liability ('the insurance cover') and secondly out of the proceeds of any funds held and available for Association purposes from time to time ('the Association Funds'). The members of the Association shall be responsible for settling any residual liability in terms of Clause 30.1 only once the insurance cover and Association proceeds have been exhausted for this purpose.
- 30.4 The Committee shall be entitled to take out third party and public liability insurance, and such other insurance as they see fit, with a reputable insurance company.

**As approved at the Inaugural General Meeting, 3<sup>rd</sup> June 2010**

<b>Signature</b>	<b>Name</b>	<b>Address</b>	<b>Position</b>
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