



*As adopted at the EGM, Saturday 13 June 2015
Charitable objectives amended September 2016*

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1. Name

The Organisation shall be known as the “Dunbartonshire Concert Band”, hereinafter referred to as the “Band”.

2. Aims and Objectives

The objects of the Band are, through rehearsal and performance of works of music of all kinds, and by presentation of public concerts and recitals:

- a. to support the community;
- b. to promote, improve and advance the musical education of the Band members and the public at large;
- c. to provide recreation, both in rehearsals and performances, for Band members and the public at large;
- d. to engage in other charitable activities aligned to and corresponding with these objects.

The charitable objectives are:

- (b) the advancement of education
- (g) the advancement of the arts, heritage, culture or science
- (i) the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended.

3. Constituent Members

Membership of the Band is open to any person interested in furthering the objects of the Band, and who has paid the annual subscription at the appropriate rate or rates,

all subscriptions being payable in advance. Hereinafter, duly paid up members are referred to as Members. No audition shall be required.

3.1 The Committee reserves the right, at its sole discretion, to decline an application or applications for membership where, in the opinion of the Committee, acceptance of such application or applications would be prejudicial to the interests of the Band as a whole.

3.2 Every Member shall have one vote.

3.3 The Committee may appoint Honorary Members who are distinguished in music or who have done valuable work for the Band. An Honorary Member may attend all meetings and events of the Band but shall not be liable to pay a subscription nor be entitled to vote at any General Meeting of the Band. An Honorary Member who, at the time of election as such, was a Member may elect to remain a Member as well and in that event shall continue to be liable to pay a subscription and entitled to vote at the General Meetings of the Band.

3.4 The Committee has the power to terminate the Membership of any individual for good reason provided that:

- (i) the reason for termination of membership be accepted as valid by a two-thirds majority of those Committee members voting, and
- (ii) the individual concerned has the right to be heard by the Committee, accompanied by a friend, if desired, before a final decision is made.

Members of the Committee may all vote in such a decision except

- (i) the individual concerned, if a member of the Committee,
- (ii) any member of the Committee making or directly connected with the complaint against the individual, or
- (iii) any member of the Committee for whom there is a conflict of interest.

A two thirds majority of those voting shall be required to sustain the termination of membership of an individual.

4. Subscription

The subscription for Members of the Band shall be such a sum as may be proposed by the Committee and approved by the Band at a General Meeting.

4.1 The first payment shall be due on joining and thereafter by the end of November in every year.

4.2 A Member whose subscription is not paid in full within 28 days of the due date shall thereupon cease to be a Member but may, at the discretion of the Committee, be reinstated on payment of all arrears.

5. Management Committee

The management of the Band shall be in the hands of a Committee consisting of not fewer than five and not more than ten Committee members including a Chairperson, elected members and any co-opted members.

- 5.1** The Chairperson shall be elected at an AGM for one 3-year term.
- 5.2** The Chairperson, or in his/her absence the Vice-Chairperson, failing whom an appointee of the Committee, shall preside at all General Meetings and Committee Meetings of the Band. The Chairperson of any Meeting shall have a deliberative vote, and a casting vote in the event of equality of votes.
- 5.3** The Committee may appoint an Honorary President and Vice-President to enhance the profile of the Band, and to gain access to valuable experience. Such Honorary Officers shall be entitled to all the rights and privileges of Members except the right to vote at General Meetings.
- 5.4** The Committee members shall appoint from among their number a Vice-Chairperson, a Treasurer, a Secretary, and a Librarian, and allocate duties and responsibilities listed below among its members, subject to collective responsibility being recognised, with one member of the Committee having responsibilities regarding any disabled members of the Band
- 5.5** The Committee may appoint subcommittees, which may include Members who are not committee members, accountable to it for such purposes and on such terms as it may determine.
- 5.6** The Committee shall meet as required and not less than four times each year.
- 5.7** A quorum shall consist of one half of the number of the elected members of the Committee of whom at least two shall be office-bearers (Chairperson, Vice-chairperson, Secretary, Treasurer).
- 5.8** Any two Band Members may nominate Members for election to the Committee or for the post of Chairperson at the Annual General Meeting. Nominations, with the consent of the nominee, must be given to the Secretary one week before the start of the Annual General Meeting. Election shall be for 3 years. If the numbers nominated exceed the places available, voting shall be by secret ballot; otherwise the election shall be by a show of hands. Election will be by a majority of those voting.
- 5.9** Normally no Committee member may serve more than two consecutive terms, unless they be elected as Chairperson. Exceptionally for the Treasurer, Secretary, and Librarian, Committee membership may be extended in the absence of suitable willing replacements and in the interest of continuity. A former Committee member shall be eligible for re-election or co-option after one year.
- 5.10** The Committee may co-opt up to four additional Members to the Committee if there are insufficient numbers to fulfil all the duties, or if any instrumental sections need representation. Persons so appointed shall be empowered to vote and shall hold office until the next Annual General Meeting after the appointment. If they are elected at the AGM, their service as co-opted members shall not count as part of a 3-year term.
- 5.11** Any Committee member who in the reasonable opinion of the Committee becomes incapable of adequately discharging their functions for good reason, or

otherwise conducts themselves inappropriately, may be removed from Committee membership upon the two-thirds majority vote of the other Committee members (excepting members with conflict of interest) at a meeting of the Committee. The individual concerned shall have the right to be heard by the Committee, accompanied by a friend if desired, or by submitting a letter, before a final decision is made. The reasons for such removal shall be recorded in the minutes of any such meeting.

6. Responsibilities of the Committee

The Committee shall ensure that duties and responsibilities are carried out in pursuance of the Band's objectives as follows:

- 6.1** keeping minutes of the proceedings at meetings of the committee and any subcommittee, and ensuring that these are stored safely, and that they are available for inspection as required;
- 6.2** maintaining a register of Members, their contact details, their instrument(s), and their paid-up status.
- 6.3** maintaining a bank account, ensuring that signatories are appropriately mandated, and that systems are in place for the control and authorisation of expenditure;
- 6.4** appointing the Musical Director and Associate Conductor (where applicable) after due consultation and with the majority agreement of Band Members, as determined by ballot of members at a duly constituted AGM or EGM;
- 6.5** determining the honorarium payable to, the Musical Director and Associate Conductor (where applicable), and fees payable to visiting professional music tutors and any support staff, such fees being recorded in the annual accounts;
- 6.6** managing arrangements for rehearsals, concerts and other events, including the booking of rehearsal and performance venues;
- 6.7** projecting a budget for the forthcoming three years on a rolling basis;
- 6.8** preparing and submitting the Trustees' Annual Report in accordance with OSCR requirements;
- 6.9** maintaining an up-to-date website;
- 6.10** drawing up an annual schedule of rehearsals, concerts, open days, fund-raisers, and other events for publication at the AGM and on the website;
- 6.11** together with the Musical Director, obtaining music as required from the most appropriate sources, and maintaining a music library as it develops;
- 6.12** ensuring that all copyright, safety, PVG (Protecting Vulnerable Groups), licensing, data protection, charity and other statutory obligations are complied with,

and that insurance is maintained for all property, public liability, and committee indemnity;

6.13 making regulations regarding the conduct of Meetings other than General Meetings, attendance of visitors, fees and ticket prices and otherwise for the regulation of the Band's affairs;

6.14 if it is necessary to restrict places in the Band, devising a fair means of allocating places to Members which maintains a balanced distribution of instruments (as recommended by the Music Director), and allows for the acceptance of newcomers.

7. Powers of the Committee

For the pursuit and fulfilment of the Band's objects but not otherwise the Committee may exercise powers as follows:

7.1 to raise funds and to invite contributions provided that in raising funds the Committee shall not undertake any trading activities and shall conform to any relevant requirements of the law;

7.2 in consultation with Band Members, to set fees for annual Membership at a General Meeting;

7.3 in consultation with Band Members, to engage a Musical Director, Associate Conductor (if appropriate) and professional musicians from time to time for coaching or playing purposes, strictly on self-employed terms. No employment contracts may be entered into or allowed to arise;

7.4 to lease or rent space for rehearsals and concerts;

7.5 to buy, take on lease or in exchange any equipment necessary for the achievement of the objects and to maintain and equip it for use (all future financial commitments must be covered by reserves);

7.6 to arrange payment and re-imbursment of expenditure on behalf of the Band;

7.7 to affiliate with organisations supporting or providing a service to amateur music groups;

7.8 to co-operate with other bodies and statutory authorities operating in furtherance of the objects or of similar purposes and to exchange information and advice with them;

7.9 to take such steps as are necessary to ensure the continued operation of the Band in the event of unforeseen contingency;

7.10 to do all such other lawful things as are necessary for the achievement of the objects;

7.11 to be responsible for Band discipline;

7.12 when necessary, to call an Extraordinary General Meeting (EGM) provided that a minimum of 28 days notice is given;

7.13 to introduce rules, where necessary, with said rules being ratified by a majority of the full Band at the earliest opportunity;

7.14 if the need arise, be responsible for the appointment of a new Musical Director and/or Associate Conductor;

7.15 to make decisions in an emergency, provided that two Office Bearers and two other Committee members agree and that such decisions be approved by the full Committee at the earliest opportunity;

7.16 to ensure that the Constitution and the Rules shall be written and freely available to all Band members. "Rules" in this context are those embedded here in the Constitution.

8. Musical Director

All musical matters shall be under the direction of the Musical Director.

8.1 The Musical Director shall be a member *ex-officio* of the committee in an advisory, non-voting capacity and may attend all Committee or Band meetings except when his/her position is being considered. (The Associate Conductor may attend as depute in the absence of the Musical Director.)

8.2 The Musical Director will be paid a fee agreed with the Committee, on a self-employed basis. In the event of the Musical Director waiving any fees, the Committee is authorised to give an honorarium or other gift.

9. Associate Conductor

As circumstances dictate, the Band may wish to appoint an Associate Conductor of appropriate professional standing to work alongside and support the Musical Director.

9.1 The duties of the Associate Conductor will include (but are not limited to): liaison with the Musical Director in appropriate and timely scheduling of rehearsals and concerts; participation in sectional rehearsals; deputising for the Musical Director at band or committee meetings; supporting and assisting the Musical Director in repertoire development and other projects.

9.2 The Associate Conductor will be paid a fee agreed with the Committee, on a self-employed basis. In the event of the Associate Conductor waiving any fees, the Committee is authorised to give an honorarium or other gift.

10. Finance

The Band's financial year shall end on 31st July.

10.1 The funds of the Band will be paid into current, deposit or investment accounts in the name of the Band with such banks, building societies or investment institutions as the Committee shall agree.

10.2 Payments from such accounts, including electronic payments, require prior approval by two signatories authorised by the Committee.

10.3 The Band shall receive donations, grants in aid and in financial guarantees. Tickets for any or all of the Band's concerts and other events shall be offered for sale to the public.

10.4 Band subscriptions and payment for competitions, practice days or other events will be due at the time of booking and will not normally be refundable, save at the discretion of the Committee.

10.5 An Honorary independent Financial Examiner shall be appointed at the Annual General Meeting, whose duties shall be to examine and report on the annual Accounts of the Band for submission to the Members.

10.6 The income and property of the Band whencesoever derived shall be applied solely towards promoting the objects of the Band as set forth above and no portion thereof shall be paid or transferred either directly or indirectly to any subscribing member or members of the Band except in payment of legitimate expenses incurred on behalf of the Band.

11. General Meetings

Notice of General Meetings of the Band, including the Agenda, shall be given at least 28 days before the meeting. Copies of significant resolutions and/or supporting documents shall be circulated to Band Members at least 7 days before the meeting, normally by email or other electronic means.

11.1 The decision of the Chairperson of the General Meeting upon any question of order, voting, adjournment of the Meeting or interpretation of the Rules of the Band shall be final.

11.2 The quorum for General Meetings shall normally be one-third of the Ordinary Membership.

11.3 Notice of Resolutions to be brought forward shall be given in writing to the Secretary at least 14 days prior to the holding of a General Meeting. Any such Resolution shall have been duly seconded and shall be set forth in the Agenda with the name of the proposer and seconder. Save with the consent of the Committee, a Resolution which does not comply with the foregoing may not be proposed at a General Meeting.

11.4 Except as determined below (Rule 11.5) voting shall be by a show of hands and by simple majority of those present and eligible to vote (abstentions, for the avoidance of doubt, not constituting a vote) save where a majority of those present and entitled to vote request a ballot. In the event of equality of votes, the Chairperson of the Meeting shall cast an additional vote. Proxy voting shall not be permitted.

11.5 Electronic, online and/or postal voting is permissible and may be implemented on occasion for substantive issues where secret ballot of the entire membership is deemed appropriate. In such circumstances the General Meeting will be formally adjourned until such time as the ballot is complete. The meeting will then be re-convened to report the outcome.

11.6 The Annual General Meeting shall be held at such time and place as shall be determined by the Committee.

11.7 The business of the Annual General Meeting shall be:

- to receive the examined Accounts of the Band and the Report thereon;
- to receive the Chairperson's Report on the activities of the past year;
- to receive a report by the Musical Director, and the current musical plans;
- to receive the Treasurer's report including details of the Budget for the current year;
- to elect the members of the Committee, at the ends of their respective terms;
- to elect an Honorary Independent Financial Examiner;
- to consider any Resolutions of which due Notice has been given;
- to elect/re-elect Band Trustees
- informally to discuss any other business with the permission of the Chairperson;

11.8 An Extraordinary General Meeting must be convened within 35 days at the request of the Committee or in response to a written request signed by at least one quarter of the Ordinary Membership. Resolutions to be considered must be given in writing to the Secretary.

12. Trustees and Charity Trustees

12.1 The Band may appoint up to five Trustees of appropriate experience and expertise to oversee and advise on Band matters from time to time as circumstance dictate. Such Trustees ("shadow trustees" in OSCR parlance) need not be Band members and should not normally be members of the Committee.

12.2 In compliance with OSCR guidelines, the Trustees and Committee shall together constitute the **Charity Trustees** responsible for dissolution of the assets of the Band in the event of the Band ceasing to function (Rule 15).

13. Miscellaneous Provisions

13.1 The Band aims to be an organisation of equal opportunities regardless of race, age, creed, gender, colour, sexual orientation, religion, or disability and will not discriminate on these or other grounds.

13.2 Members' details will be processed fairly and lawfully and in accordance with and only for the purposes of, the Band's legitimate activities.

13.3 Members' details will not be disclosed to third parties, save as the law may require.

13.4 Members shall notify any changes of address and e-mail address to the Band.

13.5 Band discipline: members shall act with courtesy and due respect to fellow band members and other colleagues, and will refrain from activities that are prejudicial to the workings and reputation of the Band. Any reported breaches will be referred to the Committee or exceptionally to the Trustees for disciplinary action, as appropriate.

13.6 In these rules where the context admits the masculine shall include the feminine and the singular shall include the plural and vice versa.

13.7 Subject to the provisions of Rule 11.1 as to the General Meeting the decision of the Committee upon any question of interpretation of these Rules shall be final and binding on all Members.

14. Altering the Constitution

These Rules may be amended by a written Resolution of which due Notice has been given in accordance with Rule 11 (General Meetings) passed at a quorate General Meeting by at least two-thirds of the Members present and voting.

15. Winding up the Organisation

If a Resolution to wind up the affairs of the Band shall have been duly proposed and carried at a General Meeting by at least two-thirds of those present, so much of the assets shall be realised as may be necessary to discharge liabilities of the Band and all the remaining assets shall be made over to such one or more bands, charitable institutions or other associations having charitable status with objects similar to those of the Band, or to a non-charitable organisation to be held in trust irrevocably for charitable purposes only, as the **Charity Trustees** shall direct.
