



**The Royal British Legion Scotland SCIO  
Registered Charity Number SC003323**

**THE CONSTITUTION  
OF  
THE ROYAL BRITISH LEGION SCOTLAND SCIO**

Adopted 22<sup>nd</sup> May 2015  
Amended 13<sup>th</sup> May 2016

RBLs Principal Office  
New Haig House  
Logie Green Road  
Edinburgh  
EH7 4HR

## **PREFACE**

The Constitution of the Royal British Legion Scotland SCIO is the principle under which the SCIO is governed. This Constitution is supplemented by the Handbook as set out in Clause 25 of the Constitution. All members of the Royal British Legion Scotland are to be conversant with the contents of this document and the Handbook.

This document supersedes all previous issues of the Constitution, which must be destroyed locally.

## INDEX

<u>Clause</u>	<u>Page</u>
1. PREAMBLE	
2. INTERPRETATION	
3. DEFINITIONS	
4. CHARITABLE PURPOSES AND PRINCIPLES	
5. CHARITABLE DECLARATION	
6. LIMITATION ON PRIVATE BENEFITS	
7. POWERS	
8. RBLS NAME	
9. NATIONAL PRESIDENT	
10. NATIONAL BOARD OF TRUSTEES (NBT)	
11. MEETINGS OF THE NBT	
12. HEAD OFFICE	
13. AREA COUNCILS	
14. BRANCHES	
15. INTERNATIONAL BRANCHES	
16. BRANCH CLUBS	
17. MEMBERSHIP CATEGORIES	
18. TRANSFER OF MEMBERSHIP	
19. REGIMENTAL ASSOCIATIONS	
20. WOMEN'S SECTION	
21. MEMBERSHIP FEES	
22. REMUNERATION FOR SERVICES (INCLUDING ANY BENEFIT IN KIND)	
23. COMPLAINTS AND DISCIPLINARY	
24. CONFERENCES	
25. HANDBOOK	
26. STANDING ORDERS	
27. ACCOUNTS	
28. AMENDMENTS TO THE CONSTITUTION	
29. DISSOLUTION OR WINDING UP	
30. GOVERNING LAW	

## 1. PREAMBLE

- 1.1 THE ROYAL BRITISH LEGION SCOTLAND SCIO (RBL) is a Scottish Charitable Incorporated Organisation ("SCIO") registered Scottish charity (SC003323) which has a membership consisting of individuals, which is administered by charity trustees and in relation to which voting rights are exercised by or on behalf of members as provided for in this constitution.
- 1.2 The RBL was originally established in 1921 and was afforded the right to the prefix "Royal" in 1971. The Head Office of RBL shall be located as directed by the NBT.
- 1.3 The members of RBL as defined in Clause 3 must seek in good faith to ensure that RBL acts in a manner consistent with its purposes and must comply with any duties imposed on them by enactment or otherwise (and in particular by section 51 of the **2005 Act**) in relation to the exercise of their functions as Members.
- 1.4 The charity trustees of RBL must comply with the duties placed upon them by section 66 of the 2005 Act and must comply with any duties imposed on them by enactment, by the general law or otherwise in relation to the exercise of their functions as charity trustees.

## 2. INTERPRETATION

- 2.1 The Interpretation Act 1978 shall apply to this deed as it applies to any Act of Parliament unless the context otherwise requires.
- 2.2 Any reference to a statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

## 3. DEFINITIONS

<b>"AECT"</b>	means Accounts Evaluation and Compliance Team, with Accounts Evaluation and Compliance Officers.
<b>"Annual Conference"</b>	means a Conference held in terms of Clause 24.13.
<b>"Area Council"</b>	means a registered Scottish charity affiliated with RBL covering a certain geographical area and to which Branches within that geographical area are affiliated, all in terms of Clause 13.
<b>"Branch"</b>	means a Branch of RBL (which may or may not be a separately registered Scottish charity) to which Members shall belong, all in terms of Clause 14.
<b>"Charitable"</b>	means charitable for the purposes of the 2005 Act and also the Taxes Acts.
<b>"Conference"</b>	means a meeting of Representatives held in terms of Clause 24.
<b>"Constitution"</b>	has the same meaning as in section 106 of the 2005 Act and means this document and any valid amendments to it.
<b>"Elected NBT Trustees"</b>	means those members of the NBT elected under Clauses 10.4 and 10.5 of this Constitution (being the National Chairman, National Vice Chairman, National Treasurer and such other individuals as are elected to the NBT, but excluding always those individuals co-opted to the NBT under Clause 10.7).
<b>"HQ Branch"</b>	The Royal British Legion Scotland Edinburgh Headquarters Branch of New Haig House, Logie Green Road, Edinburgh, EH7 4HR.

<b>"Members"</b>	means those categories of individuals set out in Clause 17 to this Constitution.
<b>"Name"</b>	means any trademarks (registered or unregistered) names, logos, copyright or other rights owned or licensed (whether under an express or implied licence) by or on behalf of RBLs or which are associated with RBLs.
<b>"National Treasurer"</b>	means the individual elected to the office of National Treasurer in terms of Clause 10.4.1.
<b>"NBT"</b>	means the charity trustees of RBLs, who are known as the National Board of Trustees, and who are RBLs' charity trustees in terms of the 2005 Act and are elected or co-opted in terms of Clauses 10.4, 10.5 and 10.7.
<b>"OSCR"</b>	means the Office of the Scottish Charity Regulator.
<b>"Principles"</b>	means the guiding principles of RBLs set out in Clause 4.2.
<b>"Purposes"</b>	means the charitable purposes of RBLs set out in Clause 4.1.
<b>"Representatives"</b>	means those nominated by a branch to attend and vote at a Conference as set out in Clause 24.2.
<b>"RBLs"</b>	means "The Royal British Legion Scotland SCIO" being the name of the SCIO, registered Scottish charity (SC003323) governed by this Constitution.
<b>"Rules"</b>	means Rules as set out in the Handbook in accordance with Clause 25.
<b>"Special Conference"</b>	means a Conference other than the Annual Conference.
<b>"The Chairman"</b>	means the individual elected to the office of chairman in terms of Clause 10.4.1.
<b>"The Vice-Chairman"</b>	means the individual elected to the office of Vice-chairman in terms of Clause 10.4.1.
<b>"The 2005 Act"</b>	means the Charities and Trustee Investment (Scotland) Act 2005.

#### **4. CHARITABLE PURPOSES AND PRINCIPLES**

4.1 The charitable purposes of RBLs are: -

- 4.1.1 The prevention or relief of poverty amongst men or women who have at any time honourably served with any branch of the naval, military and air forces of the Crown (whether Regular or Reserve); Royal Observer Corps and members of HM Coastguard; the Merchant Navy; the Forces of Allied Nations; the Women's Land Army; the Women's Timber Corps; Bevin Boys, members of the War Widows Association or Adult Cadet Instructors and their spouses, partners and dependants, hereinafter referred to as "ex-Service men and women";
- 4.1.2 The advancement of citizenship and community development by the encouragement of co-operation between ex-Service men and women and others supporting the objects of RBLs through the establishment of Branches, by promoting and encouraging volunteering and the principle of service to others and by perpetuating and honouring the memory of those who died in the service of their country through the education of the public and through acts of remembrance;
- 4.1.3 The relief of ex-Service men and women in need by reason of age, ill-health, disability, financial hardship or other disadvantage;
- 4.1.4 The advancement of the arts, heritage, culture or science by the promotion of music, including the music of pipe bands and military bands and the encouragement of participation in music by young people; by preserving war memorials and by promoting and parading ceremonial colours

as a tribute to those ex-Service men and women who have died in the service of their country and as a symbol of belief in our common culture;

4.1.5 The advancement of public participation in sport;

4.1.6 The provision of recreational facilities and the organisation of recreational activities with the object of improving the conditions of life for ex-service men and women in particular and for members of the public generally; and

4.1.7 Any other purposes that reasonably may be regarded as analogous to any of the preceding purposes.

4.2 The following principles underpin the fulfilment of the Purposes: -

RBLS exists to perpetuate in civil life the principles for which the nation stands; to inculcate a sense of loyalty to the Crown, community, state and nation; to preserve the spirit of fellowship and service to others formed by all ranks and to maintain, in a strong, stimulating, united and democratic comradeship, all those who have served in H.M. Forces, or Auxiliary Forces, and others defined as eligible for membership of RBLS so that neither their efforts nor their interests shall be forgotten; that their welfare and that of the dependants of those who died in the service of their country may be safeguarded; and that just and equitable treatment shall be secured for them in respect of any difficulties caused in their lives as a result of their service. RBLS shall be non-political and non-sectarian.

## **5. CHARITABLE DECLARATION**

5.1 It is declared that the assets of RBLS shall only be applied for charitable purposes and the NBT shall:-

5.1.1 act in accordance with the 2005 Act; and

5.1.2 do nothing to prevent RBLS qualifying and continuing to qualify as Charitable.

5.2 Without prejudice to the foregoing, each of the NBT Trustees shall, in exercising his or her powers and duties in that capacity, act in the interests of RBLS. In doing so: -

5.2.1 They must seek, in good faith, to ensure that the RBLS acts in a manner which is in accordance with the Purposes, and they must act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person; and

5.2.2 in circumstances giving rise to the possibility of a conflict of interest between RBLS and any other party responsible for their appointment, they:

(a) must put the interests of RBLS before those of the other party; or

(b) where any other duty or interest prevents him or her from doing so, he/she must disclose the conflicting duty or interest to his or her fellow NBT Trustees and refrain from participating in any deliberations or decisions with regard to the matter in question.

5.3 Each of the NBT Trustees must ensure that (a) he or she complies, and (b) RBLS complies with any direction, requirement or notice imposed in terms of the 2005 Act.

5.4 Each of the NBT Trustees must take such steps as are reasonably practicable for the purposes of ensuring that any breach of the duties set out in this Clause is corrected by the NBT Trustee concerned and not repeated, and that any NBT Trustee who has been in serious or persistent breach of these duties is removed as an NBT Trustee.

5.5 The provisions of this Clause 5 shall apply, making only the necessary changes, to any Area Executive or Branch Committee with regard to their respective Area Council or Branch.

## **6. LIMITATION ON PRIVATE BENEFITS**

- 6.1 The income and property of RBLs shall be applied solely towards the promotion of the Purposes.
- 6.2 No part of the income and property of RBLs shall be paid or transferred, directly or indirectly, by way of benefit to its Members (except in a manner consistent with the Purposes). NBT Trustees may receive remuneration, or other benefit in money or money's worth, from RBLs (in respect of acting in the capacity as an NBT Trustee) subject to clause 6.3.
- 6.3 Subject to Clause 5 nothing herein shall prevent any payment in good faith by RBLs: -
- 6.3.1 of reasonable and proper remuneration to any officer or servant of RBLs including an NBT Trustee in his capacity as a servant of RBLs for any services rendered to RBLs in accordance with sections 67 and 68 of the 2005 Act;
- 6.3.2 of interest on money lent by any Member of RBLs or the NBT at a reasonable and proper rate per annum and not exceeding the base lending rate for the time being of RBLs's bankers; or reasonable and proper rent for premises let by any Member or NBT Trustee to RBLs; and
- 6.3.3 to any NBT Trustee of out-of-pocket expenses.

## **7. POWERS**

- 7.1 The powers of the RBLs are:-
- 7.1.1 to do anything lawful which is intended to further (directly or indirectly) any or all of the purposes of RBLs, or which is incidental or conducive to doing so; and
- 7.1.2 unrestricted, save that RBLs shall not be entitled to distribute or otherwise apply any of its property other than in furtherance of a charitable purpose, and no part of the income and property of RBLs shall be paid or transferred, directly or indirectly, by way of profit to Members of RBLs, provided that this shall not prevent a payment to a Member for charitable purposes in accordance with the terms of the Constitution.

## **8. RBLs NAME**

- 8.1 RBLs shall use the Name only for the purposes set out in Clause 4.
- 8.2 Branches, Branch Clubs and Area Councils shall be permitted to use the Name for the purposes set out in Clause 4, subject always to having first obtained the written authority of the NBT. The NBT shall be entitled to impose such conditions as they think fit upon use of the Name and may withdraw authority for any Branch, Branch Club or Area Council to use the Name.

## **9. NATIONAL PRESIDENT**

The NBT shall appoint a National President of RBLs. Each person so appointed shall, subject to this Clause, hold office for an initial term of three years and thereafter shall be eligible for re-appointment annually. The out-going National President may recommend a successor to the NBT. The National President shall be entitled to attend any meeting of the NBT but shall not be granted a vote solely by virtue of holding the office of National President. Any National President appointed under this Clause may be removed by a resolution of the NBT if, in the reasonable opinion of the NBT, he/she shall have acted in such a way as would bring RBLs into disrepute and in all the circumstances his/her removal from office is justified to preserve the reputation of RBLs.

## **10. NATIONAL BOARD OF TRUSTEES**

- 10.1 The affairs of RBLs shall be managed and controlled by the NBT, which shall be entitled to exercise all powers as stated in the Constitution as are not required to be exercised by RBLs in Conference, Annual or Special.
- 10.2 The NBT shall decide all questions of policy and administration connected with RBLs, having regard to any recommendations and subject to any decisions made by the Annual Conference.

- 10.3 The NBT shall consist of eligible members in terms of Clauses 17.2 and 17.3, and shall comprise the National Chairman, National Vice Chairman and National Treasurer together with such other elected members appointed under Clause 10.5 and any co-opted members appointed under Clause 10.7, each of whom will have one vote on NBT business.
- 10.4 *The National Chairman, National Vice Chairman and National Treasurer*
- 10.4.1 The National Chairman, National Vice Chairman and National Treasurer shall be elected at RBL's Annual Conference to hold office for a term of up to three years commencing immediately after the Annual Conference at which they have been appointed or last re-appointed, such election to be held in accordance with Rules made from time to time by the NBT.
- 10.5 *Elected Members of NBT*
- 10.5.1 Each Area Council shall be entitled to elect not more than two Members of the Area Council to serve on the NBT for a term of up to 3 years. Those retiring after one term are eligible for re-election by their Area Council provided that no Member so elected shall serve more than two consecutive terms of up to 3 years each. When a Member has served 2 consecutive terms his Area Council may re-elect him but only after a minimum gap of two years.
- 10.6 Each of the NBT Trustees shall, in exercising his functions as an NBT Trustee, act in the interests of RBL; and in particular must comply with the duties set out in Clause 5.
- 10.7 *Co-opted Members of NBT*
- 10.7.1 The NBT shall have power to:
- 10.7.1.1 co-opt not more than six additional trustees to the NBT to hold office for such term of up to three years as the NBT shall determine at the time of appointment or, if no term is specified, for a term of three years from the date of appointment; and
- 10.7.1.2 to fill any casual vacancy in the office of National Chairman, National Vice Chairman, National Treasurer or any other elected members of the NBT by appointing an individual to fill such vacancy until the next Conference or until an election is made under Clause 10.19 (whichever is the sooner), at which point the appointment (unless ratified by the Conference or by an election by the Area Executive under Clause 10.19, upon which ratification the individual shall become an Elected NBT Trustee) shall cease.
- 10.8 The personal out-of-pocket expenses properly incurred by members of the NBT and Committees in pursuance of their duties shall be defrayed out of the RBL's general unrestricted funds.
- 10.9 The NBT has the power to intervene where an Officer or Officers on an Area Executive or Branch Committee has/have, in the sole opinion of the majority of the NBT, failed to perform in accordance with their obligations under the RBL Constitution and/or in accordance with Charity law as applicable to the duties of a charity trustee. Such intervention shall be by means of the complaints and disciplinary procedures set out in Clause 23. The NBT shall have power to intervene in relation to an NBT Trustee as set out in Clause 10.18.
- 10.10 The NBT may at its sole discretion allow any person whom it considers appropriate to attend and speak at any meeting of the NBT. Any such person shall not be entitled to vote at the meeting in question.
- 10.11 The NBT may from time to time appoint such Committees as are necessary to manage the affairs of RBL and may delegate such of its powers and duties to these Committees as it thinks fit. Committees may consist of such persons as the NBT may, from time to time, determine and, in addition to the terms of this clause, shall be subject to such further terms and conditions as the NBT may, from time to time, determine.
- 10.12 Committees shall be authorised to take decisions only within the scope of the RBL plan authorised by the NBT; any decisions taken out-with the scope of the RBL plan or otherwise out-with the committee's

delegated authority shall be ineffective unless either a majority of the members of the committee at the meeting are NBT Trustees, or such resolution is ratified by the NBT. All proceedings of committees must be reported to the NBT in the manner specified in the terms and conditions applicable to the committee in question under Clause 10.11.

- 10.13 Committees shall always be chaired by an NBT Trustee, and in the event of the chair's absence, the NBT may select another NBT Trustee to chair the meeting, failing which no resolution of the committee shall be effective unless and until such resolution is approved by the NBT or ratified by the NBT Trustee appointed as chair of the committee.
- 10.14 If the NBT so specifies, any such Committee may authorise further delegation of the NBT's powers by any person to whom they are delegated. The NBT may revoke any delegation in whole or in part, or alter its terms and conditions.
- 10.15 Committees to which the NBT delegates any of its powers must follow procedures which are based (as far as they are applicable) on those provisions of this Constitution which govern the taking of decisions by the NBT.
- 10.16 All acts done by any meeting of the NBT or of a committee or sub-committee of NBT or by any person acting as a member thereof shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to so act.
- 10.17 An NBT Trustee can resign membership of the NBT by writing to the National Chairman and Area Chairman of the Area that elected the NBT Trustee.
- 10.18 NBT Trustees are subject to and may be removed as an NBT Trustee in terms of the complaints and disciplinary procedures laid down in clause 23.
- 10.19 In the event that an NBT Trustee ceases to be an NBT Trustee for any reason, his Area Executive may elect another NBT Trustee for an initial term of up to 3 years. The term will run from the date of the first meeting of the NBT that he/she attends.
- 10.20 NBT Trustees representing not less than one third of the NBT may request a meeting of the NBT on giving at least seven days' notice to the CEO/National Chairman in writing stating:-
  - 10.20.1 Its proposed date and time;
  - 10.20.2 Where it is to take place; and
  - 10.20.3 If it is anticipated that NBT Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

Where such a notice is given, the CEO/National Chairman will call the meeting in accordance with the notice and in the event of failure to do so, the NBT Trustees making the request (or any of them) may call the meeting.
- 10.21 Neither the NBT nor RBLs shall be liable for debts incurred or obligations undertaken by any Area Council or Branch.
- 10.22 The NBT Trustees must keep a Register of Trustees and must update the Register within 28 days of receiving notification of any change.
  - 10.22.1 The Register of NBT Trustees must at all times contain for each NBT Trustee:-
    - (i) his name;
    - (ii) his address;
    - (iii) the date he was appointed;
    - (iv) any office he holds in the SCIO;
    - (v) in the case of an NBT Trustee who is not a natural person:-

- (a) any other name by which it is known;
  - (b) the name of the individual who is its principal contact;
  - (c) any charity number assigned to it; and
  - (d) any company number assigned to it; and
- (vi) in the case of an NBT Trustee who is appointed by OSCR under section 70A of the 2005 Act, the fact of OSCR's involvement.
- 10.22.2 The Register of NBT Trustees must, for six years from the date that the office of NBT Trustee is vacated, contain for each former NBT Trustee:-
- (i) his name;
  - (ii) any office he held in the SCIO; and
  - (iii) the date on which he ceased to be an NBT Trustee.
- 10.22.3 A copy of the Register of NBT Trustees must be provided within 28 days to any person who reasonably requests a copy.
- 10.22.4 Where the request is made by a person who is not an NBT Trustee:-
- (i) the address of any of the NBT Trustees may be withheld; and
  - (ii) the names of any of the NBT Trustees may be withheld only if the NBT Trustees are satisfied that this information is likely to jeopardise the safety or security of any person or premises.

10.23 All acts done by any resolution of the NBT Trustees or any person acting as an NBT Trustee shall, as regards all persons dealing in good faith and for value with the SCIO, be as valid as if every such person had been duly appointed, was qualified and had continued to be an NBT Trustee and entitled to vote, notwithstanding any defect in the appointment or continuance in office of any NBT Trustee or person acting as such or that such person had vacated office or was not entitled to vote. The provisions of this clause shall apply equally to all acts by members of committees or by any person acting as a member of a committee as they apply to the NBT Trustees.

#### *Conflicts of Interest*

- 10.24.1 An NBT Trustee must avoid a situation in which he has an interest or duty which conflicts or possibly may conflict with the interests of the SCIO.
- 10.24.2 An NBT Trustee will be deemed to have an interest in a proposed transaction or arrangement under consideration by the SCIO if:-
- (i) the proposed transaction or arrangement is or includes the provision of remuneration by the SCIO to that NBT Trustee, or to a person connected to that NBT Trustee in terms of section 68(2) of the 2005 Act, for services provided to or on behalf of the SCIO; or
  - (ii) he has any other interest, direct or indirect (including but not limited to any personal financial interest), in the proposed transaction or arrangement; or
  - (iii) a person, firm, or limited company with whom or with which he is deemed to be connected in terms of section 68(2) of the 2005 Act has an interest, direct or indirect, (including but not limited to any personal financial interest), in the proposed transaction or arrangement;
- unless*
- (a) the proposed transaction or arrangement is not one which falls within the scope of Article 62.2(i) and is such that it cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (b) the only benefit to him is the payment by the SCIO of a premium for indemnity insurance for the benefit of the NBT Trustees of the SCIO; or
  - (c) he is not aware of his interest, or he is not aware of the proposed transaction or arrangement in question, and it is not a matter of which he ought reasonably to be aware.

- 10.24.3 An NBT Trustee who has an interest in terms of Clause 10.24.2 shall be known as a “Conflicted Trustee”.
- 10.24.4 A Conflicted Trustee must declare the nature and extent of his interest to the NBT Trustees, unless they are already aware of it or ought reasonably to be aware of it. Such declaration must be made before the proposed transaction or arrangement has been entered into by the SCIO, or, where it relates to an existing transaction or arrangement, as soon as is reasonably practicable. A declaration by a Conflicted Trustee must be made:-
- (i) at a meeting of the NBT Trustees at or before the time discussion begins on the matter;
  - (ii) by notice in writing to the other NBT Trustees sent to them in accordance with the terms of the Constitution relating to the service of notices.
- If the declaration proves to be or becomes inaccurate or incomplete, a further declaration must be made.
- 10.24.5 The SCIO shall maintain a Register of Interests which shall be reviewed at least annually and updated as necessary, and which shall be open to inspection at any time by all NBT Trustees. Where an interest has been entered in the Register of Interests, the other NBT Trustees shall be deemed to be aware of it.
- 10.24.6 Where a Conflicted Trustee has an interest in a matter to be discussed at a meeting of the NBT Trustees, he must, unless the other NBT Trustees authorise him to do otherwise in terms of Clause 10.24.7:
- (i) declare the nature and extent of his interest in accordance with Clause 10.24.4;
  - (ii) after providing any information requested by the NBT Trustees, take no part in any discussions of the NBT Trustees and, if so required by the Chairman, withdraw from the meeting for that item;
  - (iii) take no part in the deliberations;
  - (iv) not be counted in the quorum for that part of the meeting; and
  - (v) withdraw from the meeting during the vote and have no vote on the matter.
- 10.24.7 Where the non-conflicted NBT Trustees are satisfied that it is in the best interests of the SCIO to do so, they may, provided that they form a quorum in accordance with the terms of Clause 11.3 or Clause 10.24.8 by resolution passed in the absence of the Conflicted Trustee, authorise him to:-
- (i) participate in deliberations and/or to vote;
  - (ii) disclose to a third party information confidential to the SCIO;
  - (iii) take any other action not otherwise authorised; or
  - (iv) refrain from taking any action required to remove the conflict; provided always that:
    - (a) the terms of Section 66 of the 2005 Act are not thereby contravened;
    - (b) a Conflicted Trustee whose interest is a financial one shall at all times comply with the terms of sections 67-68 of the 2005 Act; and
    - (c) the authorisation provided under this clause shall not remove the requirement that the interest be declared in terms of Clause 10.24.4.
- 10.24.8 For the purpose of Clause 10.24.7, if a conflict of interest arises for an NBT Trustee and there are insufficient non-conflicted NBT Trustees of the SCIO to form a quorum in accordance with the terms of Clause 11.3, the quorum for the purpose of that decision only shall consist of all non-conflicted NBT Trustees of the SCIO.
- 10.24.9 Where the procedure in this Clause 10.24 is followed, an NBT Trustee is permitted to enter into a transaction with the SCIO in which he has an interest and, provided the terms of sections 66 to 68 of the 2005 Act are not contravened, may retain any personal benefit which arises.

## **11. Meetings of the NBT**

- 11.1 The National Chairman shall be elected under Clause 10.4.1 and shall also act as Chairman of the meetings of the NBT.

- 11.2 If the National Chairman, or in his or her absence the National Vice Chairman, is unwilling or unable to act as Chairman or is not present within 15 minutes after the time when the meeting was due to commence, the NBT Trustees present shall elect from among themselves the person who will act as Chairman of the meeting.
- 11.3 No business shall be dealt with at a meeting of the NBT unless a quorum is present. The quorum for meetings of the NBT shall be one-third of the Elected NBT Trustees.
- 11.4 At any meeting of the NBT all business shall be decided by a majority of votes and every NBT Trustee present in person shall have one vote in accordance with Clause 10.3. If an equality of votes arises the Chairman of the meeting shall have a casting vote.
- 11.5 The NBT shall ensure that minutes are made of all proceedings at Annual or Special Conferences, the NBT 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 Chairman of the meeting.

## **12. Head Office**

- 12.1 The NBT shall appoint a Chief Executive Officer who is solely responsible to the NBT for the day to day management of RBLs. He or she is empowered, subject to the approval of the NBT, to employ such staff as is necessary to establish a head office staffing and department structure that fulfils the management requirements of RBLs.
- 12.2 The NBT or CEO shall be entitled to authorise one or more of the NBT's members or their representative to attend Area and Branch and Branch Club meetings at any time and, upon giving fourteen days' notice, to authorise any person or persons to examine all papers, books, vouchers, accounts and documents relating to the financial position and governance of the Branch or Area.

## **13. AREA COUNCILS/EXECUTIVES**

- 13.1 RBLs shall be divided into geographical areas ("Areas") and a body shall be formed in each Area known as the Area Council. Each Branch shall be affiliated to the Area Council in whose Area it is situated. The NBT following consultation with the Area Councils shall determine the extent of each geographical area and may alter its determination from time to time to suit changing circumstances.
- 13.2 Area Councils shall adhere to the Constitution of the RBLs and shall also adhere to the Handbook in accordance with Clause 25.
- 13.3 Area Councils will consist of as many members as will allow each Branch being represented to be represented on a scale equivalent to that provided for at a Conference. A Branch newly formed or resuscitated may appoint one member as its representative until the next Annual General Meeting of the Area Council.
- 13.4 In addition to the Annual General Meeting, which must be held before 8<sup>th</sup> of February each year, each Area Council shall meet at least two times a year for the transaction of business, one item of which shall be a report by the Area Finance Convener or Treasurer on the state of the Area funds.
- 13.5 Each Area Council shall appoint an Executive Committee known as the Area Executive whose duty it shall be to assist the NBT and the Chief Executive Officer with the management and control of RBLs in their Area and also conduct the affairs of the Area Council. All members of the Area Executive shall be known as Officers, and the Area Executive shall consist of the Officers specified in Clause 13.6 below.
- 13.6 The Officers of each Area Council who comprise the Area Executive shall be appointed from those eligible under Clauses 17.2 and 17.3, and shall consist of a President, Vice-President, Chairman, Vice-Chairman and such other officers as may be found necessary. All Officers shall be elected at the Annual General Meeting of the Area Council and the President, Vice-President, Chairman, Vice-Chairman shall be elected for an initial term of up to three years. Those retiring after a first term of up to 3 years are eligible for re-election by their Area Council provided that no Officer so elected shall serve more than two consecutive terms. Any other Officers appointed in addition to the President, Vice-President, Chairman, Vice-Chairman

shall not be subject to any requirements under this Constitution to retire by rotation or any restriction as to the length of time they may serve. When an Officer required to retire by rotation has served 2 consecutive terms his Area Council may re-elect him but only after a minimum gap of two years. Officers shall be chosen from the Branch representatives and on their taking office as President, Vice-President, Chairman, Vice-Chairman shall cease to be representatives of their respective Branches and the said Branches shall be entitled to appoint others in their place. In the event of any vacancy arising amongst the Officers the Area Council concerned shall have power to appoint a replacement member of the Area Council to discharge the duties of the office so vacated until the next Annual General Meeting of the Area Council.

- 13.7 A copy of the Minutes of all meetings of Area Councils shall be made available to the NBT and Head Office on request, and must be retained for a period of seven years. Each Branch shall be sent a copy of the Area Council Minutes prior to the following meeting.
- 13.8 Neither the Area Councils nor the Area Executives shall be liable for any debts incurred or for any financial obligations undertaken by any Branches, Branch Clubs, the NBT or RBLs .
- 13.9 The Area Executive shall be entitled to authorise one or more of its members to visit Branches and Branch Clubs and attend Branch and Branch Club Meetings at any time and, upon giving fourteen days' clear notice, inspect the papers, books, vouchers, accounts and documents relating to the financial position and governance of the Branch.
- 13.10 An Area Council wishing to dissolve, amalgamate or merge must initially consult with and gain approval from the NBT. Area Council may dissolve, amalgamate or merge by a resolution (of which at least four weeks' notice to all members shall have been given) passed by a majority of its members entitled to vote and present at a meeting of the Area Council's members. Any decision is subject to any requirement to seek consent under the 2005 Act.
- 13.11 No Area Council, nor its Executive Committee or any other Committee or Officer thereof, shall have power, express or implied, to pledge the credit of RBLs or of any Officer of RBLs, or to incur any financial or other liability in the name or on behalf of RBLs, or of any Officer of RBLs, nor shall RBLs or any Officer of RBLs be liable for any act, omission, neglect or default by an Area Council or its Executive Committee or any other Committee or Officer thereof.
- 13.12 An Area Council shall be entitled to hold property on behalf of and for the benefit of the Area Council, which shall constitute the Area funds and may consist of (but are not restricted to):-
  - 13.12.1 Heritable property;
  - 13.12.2 All monies invested or deposited on behalf of that Area, and all books, trophies and any other property.
- 13.13 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 chairman, treasurer and secretary of the Area Council (and their successors in office) or in the name of a nominee company holding such property in trust for the Area Council. Any person or body in whose name the Area Council's property is held shall act in accordance with the directions issued from time to time by the Area Council.
- 13.14 The Area Council shall have power to employ such staff as the Area Executive may consider necessary and to pay them reasonable remuneration.
- 13.15 Disposal of Property on Dissolution
  - 13.15.1 When an Area Council is dissolved all books, trophies and other property, heritable or movable, shall be disposed of at the discretion of the NBT and buildings which have been the property of or held on behalf of the Area Council shall, subject to the terms of any trust, be sold or utilised at the discretion of the NBT for the benefit of RBLs.

## **14. BRANCHES**

- 14.1 Each Branch shall be affiliated to the Area Council in whose Area it is situated.
- 14.2 Branches shall adhere to the Constitution of the RBLs and shall also adhere to the Handbook in accordance with Clause 25.
- 14.3 In addition to the Annual General Meeting, which must be held before 21<sup>st</sup> of January each year, each Branch (other than HQ Branch) may meet at least three times a year for the transaction of business, one item of which shall be a report by the Branch Finance Convener or Treasurer on the state of the Branch funds.
- 14.4 Each Branch shall maintain categories of membership consistent with clause 17 of the Constitution.
- 14.5 Each Branch shall appoint a Committee, known as the Branch Committee, whose duty it shall be to exercise a controlling oversight over the affairs of the Branch and to carry out any direction given to it by the Branch members, Area Council and NBT. All members of the Branch Committee shall be known as Officers, and the Branch Committee shall consist of the Officers specified in Clause 14.6 below who shall (other than in the case of HQ Branch) be appointed by the members of the Branch. Branch Committees, with the sole exception of HQ Branch, shall meet at least four times a year.
- 14.6 The Officers of each Branch who comprise the Branch Committee shall be appointed from those eligible under Clauses 17.2 and 17.3, and shall consist of a President, Chairman, Vice-Chairman, Treasurer and Secretary or as many of these or such other officers as may be found necessary for the proper administration of the Branch. The office of Secretary may be combined with one of the other offices.
- 14.7 A Branch shall be empowered to borrow money or to grant a security over its property or any part thereof provided it has satisfied the relevant Area Executive within the Area in which the Branch is situated in advance that:-
- 14.7.1 The Branch has taken proper legal and professional advice regarding any proposed borrowing;
- 14.7.2 Such advice is in favour of the proposed borrowing;
- 14.7.3 The Branch can give adequate security (if required); subject to Area Council consent and agreement to borrow being concluded;
- 14.7.4 The detail of any loan which may be obtained shall be supplied to the Area Executive.
- The consent of the relevant Area Executive under this Clause shall not be unreasonably withheld or delayed.
- 14.8 A Branch shall have power to employ such staff as its Branch Committee may consider necessary and to pay them reasonable remuneration.
- 14.9 Branches, Branch Clubs and members within the Area shall be managed and supported by the Area Council/Executive.
- 14.10 *Expulsion of a Branch*
- The NBT and /or the Area Council shall, providing that it observes the complaints and disciplinary procedures laid down in clause 23, have power to expel a Branch from RBLs if it:-
- 14.10.1 Refuses to conform to the Constitution or Rules of RBLs; or
- 14.10.2 Refuses to obey the ruling of the Area Chairman concerned, when requested in writing to do so; or
- 14.10.3 Acts in any way whatsoever which is, in the opinion of the NBT concerned, liable to bring RBLs into disrepute.

- 14.11 Where a Branch has been expelled from RBLs, the members of that Branch shall cease to be members of RBLs, unless and until they are permitted by the Area Council concerned to transfer their membership to another Branch.
- 14.12 The Area Council shall be supplied with one copy of the Annual accounts and report for each Branch within the geographical area covered by the relevant Area Executive. If the Area Executive reasonably believe that a Branch is acting in a manner that is materially or persistently inconsistent with Clauses 4 and 5 the Area Executive may, subject to the approval of the NBT, propose a resolution to dissolve the Branch (of which at least 4 weeks' notice to all members shall have been given) to be considered by the members of the relevant Branch and which must be passed by a two-thirds majority of its members present, entitled to vote and voting at a meeting of the Branch members. A Branch dissolution resolution will be subject to the consent of OSCR under section 16 of the 2005 Act.
- 14.13 A Branch wishing to dissolve, amalgamate, merge or dispose of heritable property must obtain the consent of the Area Executive who shall gain authorisation from the NBT through the CEO. A Branch may dissolve, amalgamate or merge by a resolution (of which at least four weeks' notice to all members shall have been given) passed by a majority of its members present, entitled to vote and voting at a meeting of Branch members. Any decision to dissolve, amalgamate or merge is subject to any requirement to seek consent under the 2005 Act.
- 14.14 When a Branch is expelled or dissolved, all books, trophies and other property, heritable or moveable, shall be disposed of at the discretion of the Area Council and buildings which have been the property of or held on behalf of the Branch shall, subject to the terms of any trust, be sold or utilised at the discretion of the Area Council for the benefit of RBLs, or may be sold or otherwise disposed of at the discretion of the Area Council. The NBT shall supervise the winding up of a Branch.
- 14.15 In exercising its discretion, the Area Council may invite another Branch to take over the dissolved Branch or to reform it as a Sub-Branch and should such other Branch agree so to do, the assets of the dissolved Branch shall accrue to the other Branch and the members shall become members of that Branch.
- 14.16 If, within three years after the dissolution or expulsion of a Branch, a new Branch is formed in the same locality as the Branch which has been dissolved or expelled, such remaining monies and property or such proportion thereof as the Area Council shall in its absolute discretion think fit, shall (subject to the provisions of any trusts affecting the same) be put at the disposal of such a new Branch, and otherwise shall become part of the Funds of the Area and shall be made over to the Area Treasurer.
- 14.17 Sub-Branches shall not be independently registered charities but shall be entitled to have and use a name and Branch Standard separate from that of the Branch under which they are governed. Sub-Branches shall form part of the relevant Branch for all purposes, and all decisions as to Branch matters shall apply equally to the Sub-Branch except and to the extent that the Branch specifies otherwise. Members of a Sub-Branch shall be treated as Members of the Branch of which their Sub-Branch forms part, and shall be entitled to vote as such.
- 14.18 HQ Branch, being a Branch without a specific geographical remit for its Members, shall have a Branch Committee consisting of the Officers specified in Clause 14.6 above who shall be appointed by the NBT. HQ Branch Committee shall meet as often as is necessary or expedient for the dispatch of business and shall call Branch meetings as and when required.

## **15. INTERNATIONAL BRANCHES**

- 15.1 RBLs may establish international branches, which shall be referred to as International Branches but shall be constituted as Sub-Branches of HQ Branch.
- 15.2 Notwithstanding the terms of Clause 14.17, decisions as to HQ Branch matters shall not apply to the International Branches, except and to the extent that HQ Branch specifically states otherwise. International Branches shall be permitted to establish management committees consisting of such officers as they see fit, and such management committees shall be entitled, subject to any oversight which HQ Branch may wish to exercise (which oversight shall only be exercised where it is reasonable and necessary to do so), to take decisions relating to any International Branch. Members of an International Branch shall

be entitled to vote on matters concerning their International Branch, but shall not be entitled to vote on any matters relating solely to HQ Branch and not affecting their International Branch, or on such other matters as the Chairman may direct are exclusively HQ Branch matters.

15.3 International Branches shall:-

- 15.3.1 adhere to the Constitution of the RBLS and shall also adhere to the Handbook in accordance with Clause 25;
- 15.3.2 in any dealings with RBLS, submit always to the exclusive jurisdiction of the Scottish courts; and
- 15.3.3 be governed in accordance with such constitutional requirements as may be prescribed by HQ Branch.

15.4 For the purpose of Clause 24.2, International Branches shall be entitled to be represented at any Conference as if each International Branch was constituted as a separate Branch.

15.5 HQ Branch shall be empowered to dissolve any International Branch where there are good and proper reasons for so doing.

**16. BRANCH CLUBS**

A Branch Club shall be constituted separately from the Branch to which it may be affiliated or of which it may be a subsidiary.

16.1 *Approval*

Subject to the approval of its Area Council and the NBT, and provided the conditions of membership comply with the provisions of this Clause, a Branch shall have power to form a Branch Club (premises registered in accordance with the Licensing (Scotland) Act in force at the time) to be run as a separate organisation and for which neither RBLS nor the NBT nor any Area Council shall have any liability. A Branch Club shall incorporate the title of Royal British Legion Scotland and/or any other trading name in use at the time. The Name can only be used by a Branch Club with the express written authority of the NBT.

16.2 *Conditions*

Before giving its approval (which shall be in writing) to the formation of a Branch Club, the Area Council shall satisfy itself that the Branch has taken legal and financial advice, that advice is favourable to the establishment of a Branch Club and that the Branch is and the members of the Branch are capable of running a Branch Club. Approval shall be subject to the Branch remaining responsible to the Area Council for the Branch Club and its actions and to the Branch Club being run in accordance with such Rules relating to Branch Clubs as the NBT may lay down.

16.3 All Members of a Branch that has a Branch Club are automatically Members of the Branch Club, subject to paying a separate subscription to the Branch Club. Branch Clubs may also assume as Branch Club Members such members of other Branches, which do not have a Branch Club, and are within the same Area. Members so assumed shall pay the same amount of subscription as applies to the Members of the Branch which has its own Branch Club. They shall receive a locally produced receipt for their subscription to the Branch Club.

16.4 A Branch Club shall be administered by a Committee elected by the Branch Club Members. The members of the Branch Club Committee may also be members of the Branch Committee, and the Chairman of a Branch may also be Chairman of its Branch Club. All Branch Club Members shall be eligible to hold office on a Branch Club Committee, other than Members of other Branches who are assumed as Branch Club Members under Clause 16.3 but whose Branches do not have their own Branch Club, or Branch Club Members who are only affiliate Members of the Branch to which the Branch Club is affiliated.

16.5 *Visits*

The NBT or an Area Executive may authorise one or more of its members to visit any Branch Club at any time or to attend any meeting of a Branch Club.

## 16.6 *Compliance with Legion instructions*

Failure by a Branch Club to observe any instructions of the NBT or any instructions of the Area Council concerned shall be deemed to be failure on the part of the Branch with which the Branch Club is associated to comply with the Rules of RBLs.

## 17. MEMBERSHIP CATEGORIES

17.1 The existing Members of RBLs and such other persons as qualify for Membership in terms hereof and are admitted as Members of RBLs by a Branch Committee shall be the Members of RBLs. The minimum number of Members shall never be less than two.

### *Ordinary Members*

17.1.1 Any ex-Service man or woman who has served honourably for a period of not less than six consecutive months and who supports the aims and objects of RBLs shall be eligible for Ordinary Membership of RBLs.

17.1.2 Serving members of the Armed Forces who have served a period of not less than six consecutive months and who support the aims and objects of RBLs shall be eligible for Ordinary Membership of RBLs.

17.1.3 Others who are eligible for Ordinary Membership shall be those who support the aims and objects of RBLs and who fall within one of the following categories:-

17.1.3.1 Ex-members of the Home Guard, members of the Royal Observer Corps and members of HM Coastguard who have served honourably for a period of not less than six consecutive months.

17.1.3.2 Men and women who have served honourably for a period of not less than six consecutive months and who have served afloat in the Merchant Navy.

17.1.3.3 War Widows who are members of the War Widows Association.

17.1.3.4 Women who have served honourably for a period of not less than six consecutive months in either the Women's Land Army or the Women's Timber Corps.

17.1.3.5 Bevin Boys who were prevented from joining the Armed Services because of their industrial employment in the mines between 1939 and 1945.

17.1.3.6 Men and women, over the age of 18, who have served honourably for a period of not less than one year and/or may still be serving as adult cadet instructors. They shall have attended at least one period, minimum 14 days, of continuous training at an Annual Camp.

17.1.3.7 Persons who have served honourably in the Armed Forces of an Allied Nation for a minimum of seven days during hostilities.

17.1.3.8 Police, fire, ambulance and lifeboat personnel who are serving or who have served the wider community for a period of at least one year.

### *Life Members*

17.1.4 Life Members of RBLs shall be those Ordinary Members who have been awarded a National Certificate for Meritorious Service. The NBT shall draw up Rules for the awarding of National Certificates for Meritorious Service and shall make these known to Area Councils and Branches.

17.2 Any Ordinary or Life Member shall be entitled to vote at meetings of the Branch of which he/she is a member (whether as a primary or an affiliate member), and to hold any office of or be a member of the

NBT, the Area Executive, a Branch Committee, a Branch Club Committee (subject to Clause 16.4), or any committee of RBLs or of an Area Council or Branch.

### 17.3 *Family and Associate Members*

- 17.3.1 The wife, husband, partner, child or grandchild of an Ordinary Member who supports the aims and objects of RBLs shall be eligible for Family Membership of RBLs. Such membership shall continue after the death of the Ordinary Member but shall end if the Ordinary Member is expelled or gives up membership.
- 17.3.2 Any man or woman who has not served at any time with any Branch of the Naval, Military and Air Forces of the Crown but who supports the aims and objects of RBLs shall be eligible for Associate Membership of RBLs.
- 17.3.3 Family and Associate Members may attend meetings of the Branch and may vote on matters pertaining to that Branch only, but have no vote on matters concerning the Constitution of RBLs. They may hold office (other than the offices of President, Chairman, or Vice Chairman, which offices are reserved to Ordinary Members) of a Branch Committee. They may be elected to a Branch Club Committee and to any office thereof in accordance with Clause 16.4.

### 17.4 *Affiliate Members*

- 17.4.1 Affiliate Members of RBLs shall be those members who wish to be affiliated to other Branches of RBLs in addition to the primary Branch through which they have become a Member of RBLs. They shall pay the annual subscription applicable to the affiliate Branch but shall not pay the annual capitation fee to any Branch other than their primary Branch. Branches with Affiliate Members shall issue local receipts for the Branch element of the subscription and ensure that such members are not included in the annual return of membership numbers. Affiliate Members are entitled to vote in each Branch of which they are either a primary or an Affiliate Member in accordance with Clause 17.2 of the Constitution. They cannot hold office in the Branch to which their affiliate membership applies, but they may be elected to the Branch Club Committee to which their affiliate membership applies in accordance with Clause 16.4.

### 17.5 *Register of Members*

- 17.5.1 The NBT Trustees must keep a Register of Members and must update the Register within 28 days of receiving notification of any change.
- 17.5.2 The Register of Members must at all times contain for each current Member:-
- (i) his name;
  - (ii) his address;
  - (iii) the date he was appointed as a Member; and
  - (iv) in the case of a Member who is not a natural person:-
    - (a) any other name by which it is known;
    - (b) the name of the individual who is its principal contact;
    - (c) any charity number assigned to it; and
    - (d) any company number assigned to it.
- 17.5.3 The Register of Members must, for six years from the date that Membership terminates, contain for each former Member:-
- (i) his name; and
  - (ii) the date on which he ceased to be a Member.
- 17.5.4 A copy of the Register of Members must be provided within 28 days to any Member or NBT Trustee who reasonably requests a copy.

Where a Member who is not also an NBT Trustee of the SCIO requests a copy of the Register of Members, the address of any Members may be removed from the copy that is provided.

- 17.5.5 No other person has any right to view or receive a copy of the Register of Members except as conferred by statute or ordered by a court of competent jurisdiction.
- 17.5.6 The NBT Trustees must, on request by any Member, send an up-to-date copy of the Constitution to that Member together with a copy of any resolution or agreement affecting the SCIO's Constitution which is for the time being in force.
- 17.5.7 Members of the public shall be entitled to request and receive a copy of the Constitution of the SCIO where it is reasonably requested in accordance with section 23 of the 2005 Act.

## 18. Transfer of Membership

18.1 Membership of the SCIO shall not be transferable and will cease:-

- (i) on the Member's death, or, if the Member is not an individual, upon the Member ceasing to exist on dissolution, receivership, liquidation or on the appointment of an administrator (save for the purposes of reconstruction or reorganisation);
- (ii) if the Member resigns by giving at least seven **clear days'** notice in writing to the COE/National Chairman at HQ Branch; or
- (iii) if the Member is removed from Membership under Clause 23.5.4.

Any member moving from a town or district to another and wishing to transfer membership from one Branch to another shall put the request to the Secretary of the original Branch. Subject to acceptance by the receiving Branch the transfer will be effected by the Secretary of the original Branch, without any additional payment by the Member for the current year.

## 19. Regimental Associations

A Regimental Association may apply to become affiliated to RBLs, or to a specific Branch of RBLs. Applications are to be made to the Head Office, and the NBT, when the application is approved, shall ask for payment of an annual fee that is subject to amendment from time to time by the NBT. Members of an affiliated Regimental Association shall not be eligible for election to the NBT, Area Councils or the Committees of Branches. They shall be eligible for, in common with all ex-Service men and women, the benefits of assistance and advice on pensions and other matters.

## 20. SECTIONS

### 20.1 Women's Section

There is a Women's Section of the Royal British Legion Scotland, which is bound by the RBLs constitution and subject to all other conditions approved by the NBT.

### 20.2 Youth Section

There is a Youth Section of the Royal British Legion Scotland for young people aged between 12 and 17 years of age. Members of the Youth Section shall be known as Junior Members. Junior Members shall be bound by the RBLs Constitution and subject to all other conditions approved by the NBT but shall have no vote on matters concerning the Constitution of RBLs.

## 21. MEMBERSHIP FEES

### 21.1 Annual Membership

All Members shall pay such annual membership as shall be determined in accordance with this clause, which shall entitle him/her to full use of all privileges of the Branch to which he/she belongs. It shall not entitle him/her to any privileges or advantages pertaining to any Branch Club organised by, or in connection with, the Branch for which privileges or advantages a further subscription may require to be paid to the Branch Club. The annual membership subscription payable by Members to their Branches may be set by Conference and in the absence of any such determination by Conference, it shall be for each Branch to set its own level of subscription, All subscriptions are due on the 1st of November each year and are paid in advance for the ensuing year. No special allowance is made for applicants joining during the year.

#### 21.2 Annual Fee

An annual Fee shall be payable by Branches to RBLs in respect of each member of a branch. The only exception to this requirement is life members who are exempt. The Annual Conference shall decide each year the amount of the Capitation Fee payable by Branches in respect of each member. The NBT shall recommend the level of the Capitation Fee to the Annual Conference each year and the Annual Conference may increase but shall not reduce the amount of an existing Capitation Fee.

#### 21.3 Method of Payment

The Capitation Fee shall be paid to RBLs not later than 28 days after the Branch has received the receipt forms referred to in Clause 21.4. One third of every fee received by RBLs during each quarter shall, within one month after expiry of the Quarter, be remitted to the Area Council concerned. Such funds shall be allocated to the general expenses of the Area and shall not be used for any other purpose. All unused Capitation Fee Receipts must be returned to RBLs by 31 October each year. After this date no credit will be given.

#### 21.4 Receipt of Official Form

All subscriptions shall be acknowledged by means of a receipt signed by the Branch Treasurer. These receipts shall be given only on forms issued by the NBT.

### **22. REMUNERATION FOR SERVICES (INCLUDING ANY BENEFIT IN KIND)**

22.1 Area Councils or Branches may propose remuneration for holders of office on, respectively, the Area Executive or the Branch Committee. Such proposal must be made annually at the Area Council or Branch Annual General Meeting (as applicable) and remuneration may only be paid if it has been so authorised. Approval is subject to an annual re-confirmation process and may be amended. The amount of remuneration is not to exceed £1,000 per annum per post; members who hold more than one post may be awarded £1000 per post for up to a maximum of two posts. Remuneration under this Clause does not include out of pocket expenses which should be claimed separately.

22.2 Members of Area/Branches may propose remuneration in excess of £1000 per annum, subject to approval by the NBT.

22.3 In all circumstances when remuneration is paid at any level, there must be a written agreement between the Area Council or Branch Committee in question and the office holder who is to receive remuneration, and such written agreement must show the following:

- 22.3.1 the maximum amount of the payment (which is to be paid monthly/annually in arrears),
- 22.3.2 that the Area Council or Branch Committee (as the case may be) considers that the maximum amount of the payment is reasonable in the circumstances,
- 22.3.3 that the Area Council or Branch Committee (as the case may be) considers that it is in the interests of the Area Council or Branch for the services to be provided by the office holder for that maximum amount,
- 22.3.4 that it is the responsibility of the post holder to inform HMRC of remuneration payments.

A clear minute must be made of the amount approved at Area Council or Branch Annual General Meeting. The number of office holders who receive remuneration in terms of this Clause must not breach section 67(3)(c) of the 2005 Act.

22.4 Trustees on the NBT may receive remuneration where it is paid in accordance with Clause 6.3.1.

## **23. COMPLAINTS AND DISCIPLINARY**

23.1 All members and entities of RBLs are subject to the complaints and disciplinary procedures outlined below. The provisions of this Clause shall take precedence over any by-laws or other governance procedures of Branch Clubs, Branches or Area Councils.

### *23.1.1 Complaints and Investigation – Non-Trustees*

All complaints against Branch Clubs, Branch Members, Area Council Members, and Head Office employees other than the CEO are to be referred to and investigated as follows:

Complaints and disciplinary procedures against:

23.1.1.1 Branch Clubs or Branch Members are dealt with by the Branch Committee.

23.1.1.2 Area Council members are dealt with by Area Executive.

23.1.1.3 Head Office employees (other than the CEO) are dealt with by the CEO in accordance with the RBLs employee handbook and in line with employment law.

### *23.1.2 Complaints and Investigation – Trustees or organisations.*

Complaints and disciplinary procedures against individual officers on the Branch Committees, Area Executive or the NBT, or complaints against Branches or Area Councils or Head Office procedures will be referred to and investigated as follows:

Complaints and disciplinary procedures against:

23.1.2.1 Branch Committee officers and Branches will be investigated by the relevant Area Council,

23.1.2.2 Area Executive officers and Area Councils and Head Office procedures will be investigated by the CEO/NBT,

23.1.2.3 NBT/CEO will be investigated by a Committee established by the NBT under the Rules, and the CEO shall be dealt with in accordance with the RBLs employee handbook and in line with employment law.

23.1.3 In each case, the group or individual authorised to investigate the matter shall convene a disciplinary panel drawn (so far as possible and applicable) from the group authorised to decide the matter. The composition and method of convening such panels shall be laid down in Rules in the Handbook.

### *23.2 Disciplinary Action*

Following any investigation, if a decision is reached that entails disciplinary action being taken against an individual or individuals then the following procedure is to be adopted:

23.2.1 The individual is to be given a minimum of fourteen days' notice to attend a disciplinary hearing.

23.2.2 The individual is to be provided with copies of all documentation (i.e. witness statements etc) that will be used during the disciplinary hearing.

23.2.3 The individual is entitled to be heard on all allegations.

23.2.4 The individual has a right to be accompanied by a friend or colleague who is a member of RBLs.

23.2.5 The individual has the right to appeal any decision.

23.3 The disciplinary panel will be entitled, but not obliged, to draw such inference from any member's refusal to attend any meeting or to otherwise cooperate with the investigatory and/or disciplinary processes as shall seem reasonable to the committee in all the circumstances.

23.4 The NBT may authorise the temporary suspension of membership of an individual under investigation if

it is felt that continued membership may impede the investigation.

### 23.5 *Available Sanctions.*

The sanctions available in the case of employees shall be those available under employment law and in accordance with the relevant contract of employment. Where a complaint has been made about Head Office procedures and is upheld or partially upheld, the remedy shall be that the CEO shall take such steps as are appropriate to remedy the procedures. The only sanctions available at all levels of RBLs (be that the NBT, Area Councils, Branches, or Branch Clubs) are as follows:

23.5.1 Reprimand.

23.5.2 Suspension not to exceed a period of two years.

23.5.3 Excluded from holding office or any other position of authority on an executive committee or committees (level of sanction to be stipulated by hearing panel).

23.5.4 Expulsion from RBLs. Any member expelled shall not be eligible to re-apply for membership of any Branch of RBLs notwithstanding that it be afterwards discovered that there was some defect in the information used during the disciplinary procedure, unless the defect is, in the opinion of the NBT, of sufficient magnitude to cast serious doubt upon the outcome of the disciplinary procedure.

23.6 In the event that the sanction imposed is expulsion or suspension from a Branch, the sanction shall be regarded as suspension of a member from all rights and benefits of membership of RBLs and of any Branch Club until the period for lodging an appeal has elapsed without any notice of appeal being given, or, in the event that an appeal is lodged, pending the result of the appeal.

### 23.7 *Right of Appeal*

All members subject to disciplinary action have a right of appeal as stated in this clause provided that such appeal, including the grounds thereof, is lodged in writing with the relevant body in accordance with the Handbook within 14 days of intimation of such decision. The member shall be given an opportunity of stating the grounds of his/her appeal, either in person or through or with a friend, or by written statement. A failure to attend the appeal hearing in person or through or with a friend or send a written statement or otherwise to cooperate with the appeal process may result in the appeal being rejected.

23.7.1 Branch members (excluding officers on the Branch Committee) or Branch Clubs have the right of appeal to the Area Executive.

23.7.2 Branch Committee officers, Branches and Area members (excluding officers on the Area Executive) have the right of appeal to the NBT.

23.7.3 Officers on an Area Executive and Area Councils have the right of appeal to an appeal panel convened by the NBT.

23.7.4 NBT Trustees have a right of appeal to an appeal panel convened by the National President and the National Chairman.

In each case, the group or individual authorised to investigate the matter shall convene an appeal panel drawn (so far as possible and applicable) from the group authorised to decide the matter. The composition and method of convening such panels shall be laid down in Rules in the Handbook.

### 23.8 *Review of Sanctions*

Where a case is heard on an appeal the appeal panel may increase, reduce or quash the sanctions imposed on the appellant. Should sanctions of expulsion be reduced to suspension, the suspension may be for a period not in excess of two years, and the period of suspension shall take into account any period of suspension already served under Clause 23.6.

### 23.9 *Notification of Result*

The decision of the appeal panel will be notified to the appellant within 14 days of the appeal hearing taking place.

#### 23.10 *Further Intervention*

Save as otherwise specified in terms of this Clause, the decision of an appeal panel is final and no further right of appeal exists. Notwithstanding the outcome of an appeal panel, the NBT (and the NBT alone) may, at its sole discretion, where it considers it appropriate to do so, refer the outcome of an appeal panel which was dealt with under Clause 23.7.1 for further consideration. Any such further consideration shall be dealt with by way of an appeal under Clause 23.7.2.

## **24. CONFERENCES**

- 24.1 Each Area Council shall be entitled to not more than two Representatives at any Conference of RBLs. Area Representatives may speak at Conferences in that capacity but shall not be entitled to vote on any matter which comes before Conference.
- 24.2 Branches shall be entitled to be represented at any Conference on the basis of one Representative for every 100 Ordinary Members or part thereof - for example a Branch with 135 Ordinary Members will be entitled to have two Representatives at any Conference - but with a maximum of four Representatives.
- 24.3 A Representative attending any Conference to represent an Area Council or Branch must be an Ordinary or Life Member of (as appropriate) a Branch or of a Branch affiliated to the relevant Area Council which he or she represents.
- 24.4 For the purpose of any Conference, Branch membership shall be deemed to be the total number of Ordinary Members of the Branch as determined at 31 October of the immediately preceding year.
- 24.5 Branch Representatives shall be entitled to speak at a Conference and shall have one vote on every matter which comes before Conference.
- 24.6 NBT Trustees may attend and speak at Conferences in their capacity as NBT Trustees but shall not be entitled to vote on any matter which comes before Conference.
- 24.7 The Chairman of a Conference may, in his sole discretion, permit other persons who are not:-
- 24.7.1 Representatives; or
  - 24.7.2 otherwise entitled to exercise the rights of Representatives in relation to Conferences,
- to attend and speak at a Conference but such person shall not be entitled to vote on any matter which comes before Conference.
- 24.8 The quorum necessary for the transaction of any business at a Conference shall be one-third of the Branch Representatives who, being entitled to attend, have intimated their intention to attend conference to Head Office. No business other than the appointment of the Chairman is to be transacted at a Conference if the Representatives attending it do not constitute a quorum.
- 24.9 The Chairman of the Conference may adjourn a Conference at which a quorum is present if:-
- 24.9.1 the Conference consents (by simple majority of those Representatives present, entitled to vote and voting) to an adjournment, or
  - 24.9.2 it appears to the Chairman of the Conference that an adjournment is necessary to protect the safety of any person attending the Conference or ensure that the business of the Conference is conducted in an orderly manner.
- 24.10 The Chairman of the Conference must adjourn a Conference if directed to do so by the Conference.

- 24.11 When adjourning a Conference, the Chairman of the Conference must:-
- 24.11.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the NBT; and
  - 24.11.2 have regard to any directions as to the time and place of any adjournment which have been given by the Conference.
- 24.12 No business may be transacted at an adjourned Conference which could not properly have been transacted at the Conference if the adjournment had not taken place.
- 24.13 The Annual Conference, called by giving not less than eight and not more than twelve weeks' notice, shall be held each year on a date or dates which shall be set by the NBT. The business to be transacted at an Annual Conference shall be:-
- 24.13.1 The election by the Branch Representatives of the Chairman, Vice-Chairman and National Treasurer. The Chairman, Vice-Chairman and National Treasurer shall each serve for a term of three years;
  - 24.13.2 The noting by the Branch Representatives of the National President appointed under Clause 9;
  - 24.13.3 The consideration of the Reports and Accounts for the previous year;
  - 24.13.4 The appointment of the auditors or independent examiners (as appropriate) of RBLS;
  - 24.13.5 Notification of the NBT Trustees elected by the Area Councils; and
  - 24.13.6 The consideration of motions proposed upon notice by Area Councils and Branches.
- 24.14 Subject to Clause 24.18 the notice calling a Conference shall state the terms of the motion or motions to be considered at the Conference.
- 24.14.1 Proposed motions to be included in a notice shall be submitted to the NBT in writing:-
    - 24.14.1.1 by 26 February each year in the case of an Annual Conference; or
    - 24.14.1.2 accompanying a demand in terms of Clause 24.18 in the case of a Conference which is not an Annual Conference.
  - 24.14.2 Any amendment which is proposed shall be submitted to the NBT in writing not less than four weeks prior to the date fixed for the Conference.
  - 24.14.3 All amendments so submitted shall be circulated to Area Councils and Branches not less than three weeks prior to the date of the Conference.
- 24.15 All decisions of a Conference shall be made by the votes of the Branch Representatives present, entitled to vote and voting. Proxies and postal votes are inadmissible. A motion shall be passed by a simple majority of those Branch Representatives present, entitled to vote and voting. Abstentions shall not count in determining the result of a vote. In the event of an equality in voting, the Chairman shall be entitled to a casting vote. Upon all questions, the voting of Branch Representatives shall be ascertained by a show of voting cards, or by any other system authorised by the NBT unless the Chairman shall direct that a ballot be taken.
- 24.16 Subject to the prohibition upon proxy and postal vote, the NBT may make whatever arrangements it considers appropriate to enable those attending a Conference to exercise their rights to speak or vote at it.
- 24.17 A Conference, other than the Annual Conference, shall be called a Special Conference.

24.18 One-third of the Branches may demand that a Special Conference be convened by giving notice in writing to the NBT of the business which they intend to be discussed. In such circumstances within three weeks of the receipt of such demand, the NBT shall serve notice on Area Councils and Branches giving not less than eight and not more than twelve weeks' notice calling a Special Conference.

## **25. HANDBOOK**

25.1 There will be a handbook of RBLs which may contain Rules for the management, conduct and regulation of the affairs of its Members, the NBT, RBLs or any Area Council, Branch or Branch Club thereof ("the Handbook"). The NBT may at any time by a resolution passed by at least a simple majority of the NBT Trustees present and voting at a meeting of the NBT amend the Handbook as the NBT thinks fit, provided always that the Handbook may not be inconsistent with the terms of the constitution as amended from time to time, and in the event of any inconsistency the terms of the constitution will prevail. The Handbook as amended from time to time shall automatically apply (so far as the Rules are applicable thereto) to all Members, the NBT, RBLs and any Area Council, Branch or Branch Club thereof, save that no Rule will invalidate any prior act which would have been valid if that Rule had not been made. A copy of the Handbook as amended from time to time will be available upon request from Head Office.

## **26. STANDING ORDERS**

The NBT may, as it sees fit, issue and amend such standing orders from time to time as it considers necessary and appropriate for the proper conduct of the business of RBLs and regulating the proceedings and conduct of Conferences and such standing orders shall be contained within the Handbook.

## **27. ACCOUNTS**

27.1 All RBLs Accounts are to be prepared annually to the financial year-end which is shown in the Scottish Charity Register.

27.2 The Fully Accrued Accounts of RBLs shall be audited or independently examined, in accordance with the requirements of the 2005 Act and regulation 10 or 11 of the Charities Accounts (Scotland) Regulations 2006 (as amended) as appropriate. Conference shall be entitled to appoint the Auditor or Independent Examiner in accordance with Clause 24.13.4, and in the absence of any such appointment, the NBT shall be entitled to make the appointment.

27.3 The accounts prepared annually by Area Councils and Branches shall be Receipts and Payments Accounts, unless the threshold laid down in Regulation 9 of the Charities Accounts (Scotland) Regulations 2006 (as amended) is breached, or unless the Area Council or Branch in question elects to prepare Fully Accrued Accounts. The Receipts and Payment Accounts prepared by Area Councils and Branches shall be subject to examination by:

- 27.3.1 Full or associate member of Association of Independent Examiners,
- 27.3.2 Accountant/bookkeeper currently employed or retired, or
- 27.3.3 Other people familiar with financial matters,

provided always that the examiner in question is one who is reasonably believed to have the requisite ability and practical experience to carry out a competent examination of the accounts. The Independent Examiner shall be appointed at the relevant Area Council or Branch Annual General Meeting, and in the absence of any such appointment, the Area Executive or Branch Committee (as applicable) shall be entitled to make the appointment.

27.4 A copy of the accounts prepared by the Area Councils and Branches, together with the Independent Examiner's Report, shall be forwarded to AECT at HQ as soon as possible following the relevant Area Council's or Branch's Annual General Meeting, but in any event no later than 1<sup>st</sup> March annually.

27.5 The Independent Examiner's Report, which specifies that the report is an examination carried out under Section 44(1)(c) of the 2005 Act, can be completed on request by the AECT.

27.6 The NBT AECT shall visit each Branch, Branch Club and Area once in every two year period to provide guidance on current accounting regulations.

## **28. AMENDMENTS TO THE CONSTITUTION**

- 28.1 The Constitution may only be amended at a Special or Annual Conference.
- 28.2 Notice of a motion to amend the Constitution must be given in the usual manner for proposing a motion at a Conference.
- 28.3 A majority of not less than two thirds of those present, entitled to vote and voting is required to amend the Constitution; and
- 28.4 No amendment to the Constitution may be made if the effect would be to breach the terms of Clause 5.
- 28.5 The date on which a motion under this clause 28 is passed is the date of the Special or Annual Conference at which it is passed.

## **29. DISSOLUTION OR WINDING UP**

- 29.1 If the NBT determines that it is necessary or appropriate that RBLs dissolve, amalgamate with another SCIO or transfer its undertaking to another SCIO, the NBT shall convene a Special Conference with not less than eight weeks' notice of the meeting (stating the terms of the proposed resolution) being given.
- 29.2 If a proposal by the NBT that RBLs dissolve, amalgamate with another SCIO or transfer its undertaking to another SCIO, is confirmed by a two-thirds majority of those present and voting at the Special Conference, the NBT shall have power to dispose of any assets held by or on behalf of RBLs. Any assets remaining after satisfaction of the debts and liabilities of RBLs shall be transferred to some other charitable institution(s), trust(s), fund(s) or other recipient(s) to be applied for charitable purposes and in a manner consistent with the purposes of RBLs; the identity of the body or bodies to which such assets are transferred shall be determined by the members of RBLs at, or prior to, the time of dissolution, amalgamation or transfer of undertaking to another SCIO by way of a decision taken at a Special Conference confirmed by a two-thirds majority of those present and voting.
- 29.3 Any decision to dissolve, amalgamate or merge is subject to any requirement to seek Consent under the 2005 Act and shall be carried out in accordance with the provisions of the 2005 Act and the Scottish Charitable Incorporated Organisations (Removal from Register and Dissolution) Regulations 2011.

## **30. GOVERNING LAW**

- 30.1 RBLs is constituted under the law of Scotland and any dispute or claim arising out of or in connection with its constitution shall be governed by and construed in accordance with Scots Law.