**NEUROLOGICAL ALLIANCE of SCOTLAND**

**CONSTITUTION**

1. **NAME AND OFFICE**
2. The organisation to which this constitution applies shall be known as the "Neurological Alliance of Scotland", (hereinafter called the "Alliance").
3. The registered office of the Alliance shall be in Scotland, at such a place as may be determined by the Executive Committee (hereinafter called the “Executive”). Neither the name of the Neurological Alliance of Scotland nor its initials "NAoS" or “NAS” shall be used by a member in the promotion of any activity without the authority of the Executive.
4. **OBJECTS OF THE ALLIANCE**

The objects of the Alliance shall be to advance the education of the public in all matters concerning neurological disorders and to promote the welfare of persons affected by neurological conditions and their carers so that their conditions of life may be improved by carrying out research and investigation into preventative procedures and treatments. In furtherance thereof but not otherwise the Alliance shall seek:

1. To inform and influence policy that affects the lives of people with neurological conditions.
2. To raise awareness and disseminate information about neurological conditions and their impact on individuals and society.
3. To promote improvements in care for people with neurological conditions.
4. To research, collect and disseminate information on all matters affecting the stated objectives. The results of any such research shall be made available to the public.

**3. POWERS**

In furtherance of the above objects but not further or otherwise, the Alliance shall have the following powers:

1. to provide information and advice concerning all aspects of neurological conditions as the Executive shall think fit.
2. to raise funds by whichever means the Executive shall consider appropriate and to invite and receive contributions from any person or persons by way of subscription, donation, legacy or otherwise.
3. to collaborate with any other charitable organisation with similar objectives, government departments, local authorities and other bodies which are conducive to the attainment of the Alliance’s aims.
4. to take out membership of such organisations as are considered to be in the interests of and compatible with the objectives of the Alliance.
5. do all such other lawful things as are incidental or conducive to the attainment of the objects.

**4. STRUCTURE AND RESPONSIBILITY**

1. The Alliance shall be one body.
2. The governing body of the Alliance shall be the Annual General Meeting.
3. At the Annual General Meeting, the Executive through its office bearers shall report to the assembled members and shall discuss all matters of which previous written notification has been given in accordance with 8d.
4. **MEMBERSHIP**
5. Full membership of the Alliance (hereinafter called Members) shall be open to any ‘not for profit’ organisation which is interested in furthering the objects of the Alliance or in participating in its organisation and which have paid the membership fee as determined from time to time by the AGM.
6. The Executive shall have power to admit to associate membership individuals, companies, societies, Alliances and statutory and other bodies supporting, or having a professional interest in the objectives of the Alliance. Associate members shall be entitled to receive notice of and to attend General Meetings of the Alliance and to such other privileges as the Executive may determine provided that such associate members shall not hold voting rights; shall be entitled to speak during meetings only at the invitation of the Chairman; shall not be counted for the purpose of determining whether a meeting is quorate and shall be deemed not to be included in any reference to member or members in the Constitution except where otherwise expressly indicated. Associate members shall pay such fees or subscription as may be determined from time to time by the AGM.
7. Organisations eligible for membership under clause 5 (a), shall nominate up to two individuals as their representatives; such an organisation may withdraw the nomination of its representatives at any time by written notice to the Alliance to that effect, and on receipt of such a notice by the Alliance, the individuals concerned will automatically cease to be members.
8. Membership shall be open to all irrespective of political affiliation, nationality, religion, sex, race, disability or age.
9. Application for full membership shall be made on the membership application form provided by the Alliance.
10. **MEMBERSHIP DISCIPLINE**
11. The Executive shall have the power to terminate the membership of any member and may, by resolution communicated to a member in writing and stating clearly the grounds upon which it proposes to act, call upon the member to resign from the Alliance.
12. The member in question shall have the power to attend and be heard by a meeting of the Executive before a final decision is made. If the member does not attend such an appeal meeting and will not resign after being called upon to do so, the Executive may, by resolution, terminate the membership.
13. The expression "member" in this Rule shall include associate members.

**7. FINANCE**

1. All moneys raised by or on behalf of the Alliance shall be applied to further the aims and objectives of the Alliance and for no other purpose; the preceding provision shall not however prevent the payment in good faith of reasonable and proper remuneration to any employee of the Alliance and fees to professional and technical advisers or the repayment to members of the Executive or of any committee or sub-committee of reasonable out-of-pocket expenses.
2. The financial year of the Alliance shall be 31 March of each year.
3. The Executive shall submit a report on the current financial position of the Alliance and an audited statement of the accounts for the year which is past, to the Annual General Meeting.
4. The accounts shall be audited at least once a year by the auditor as appointed at the Annual General Meeting. If the auditor appointed at the Annual General Meeting cease to hold that appointment during the period between Annual General Meetings, the Executive shall have power to appoint a replacement auditor to hold office until the Annual General Meeting which next follows.
5. The membership fees payable shall be determined by the Annual General Meeting. The membership fees shall be reviewed from time to time by the Executive and, if it identifies a need to amend the fees, such proposals shall be brought before the next Annual General Meeting for debate.
6. A bank account shall be opened in the name of the Alliance with such banks and/or building societies as the Executive shall from time to time decide. There shall be four authorised signatories consisting of two members of the Executive and two members of staff. All cheques must be signed by one member of the executive and one member of staff.

**8. MEETINGS OF THE ALLIANCE**

1. An Annual General Meeting of the Alliance shall be held each year for the purpose of receiving the Annual Report, Financial Statement, electing the Executive as appropriate, the appointment of an auditor, consideration of motions and transacting any other business which may appropriately be enacted thereat.
2. The first Annual General Meeting shall be held not later than 12 months after the official formation of the Alliance and once in each year thereafter. An annual general meeting of the Alliance shall be held at such time (not being more than 15 months after the holding of the preceding annual general meeting) and at such place as the Executive shall determine.
3. The Secretary shall notify the members not less than six weeks before the AGM of the intended date and location of the Annual General Meeting and shall invite nominations for election to fill vacancies on the Executive.
4. Members having received the Annual Report and notice of motions for debate, may submit motions for consideration at the Annual General Meeting providing they are received at least seven days before the date of the Annual General Meeting.
5. The final order of business together with any motions received shall be submitted to all members at the Annual General Meeting.
6. Emergency motions may be submitted up to the commencement of the Annual General Meeting provided that they are of such a nature that they could not realistically have been brought to the attention of the membership before the commencement of the meeting. Such motions shall be typed and copied to members of the Executive and copies shall be made available for circulation at the Annual General Meeting. The consent of members present at the Annual General Meeting shall be obtained before such motions can be included in the order of business. Such consent shall be indicated by a vote of members present.
7. An Extraordinary General meeting may be called at any time by the Secretary at the request of the Executive or by at least ten members. At such a meeting, the only business discussed shall be that for which the meeting was called. At least fourteen days' notice of such a meeting shall be given to members in writing.

h) At Annual General Meetings and Extraordinary General Meetings a quorum shall be 15% of the recognised membership of the Alliance.

**9. VOTING**

1. Each member present at an Annual General Meeting or at an Extraordinary General Meeting shall have one vote.
2. In the event of a member being unable to attend a meeting, another member present may be appointed to vote on his/her behalf, provided that documentary evidence of the appointment, indicating how the vote is to be cast, is shown to the ‘Chair’ prior to the commencement of the meeting.
3. The method of voting shall be by show of hands or by ballot as directed by the ‘Chair’.
4. In all cases of voting, except where otherwise stated, a simple majority shall decide and, in the event of equality, the ‘Chair’ of the meeting shall have the casting vote.
5. The Executive shall be responsible for setting the policies under which the work of the Alliance shall be carried out. The Executive shall approve the annual budget which shall be approved each year as soon as is practicable.
6. Each meeting of the Executive shall produce minutes which shall be circulated to all members of the Executive.

**10. EXECUTIVE COMMITTEE**

1. With the exception of those powers which are specifically stated in this constitution to be exercisable by the members, the policy and management of the affairs of the Alliance shall be directed by a Executive which shall meet not less than four times a year and shall consist of not less than five or more than twelve members.
2. The members of the Executive shall (subject to clause 10(d) be elected at the Annual General Meeting of the Alliance.

c) Election to the Executive shall be for three years. One third of the Executive shall retire annually, the members to retire being those who have been longest in office since they were last elected/re-elected. Where service is equal, lots shall be drawn. Retiring members of the Executive are eligible for re-election serving up to a maximum of two terms (six consecutive years), thereafter a gap of at least one year must elapse before being eligible for re-election.  Where nominations for election are less than the vacancies available, retiring members having served two terms will not be required to wait the one year gap before being eligible for re-election.

d) In addition to the members so elected, the Executive may co-opt further members

who, after co-option, shall serve until the conclusion of the next annual general

meeting provided that the number of co-opted members shall not exceed one-third of the total membership of the Executive at the time of co-option. Co-opted members shall be entitled to vote at meetings of the committee.

e) Any casual vacancy on the Executive (including a vacancy in any office bearers) may be filled by the committee and any person appointed to fill such a casual vacancy shall hold office until the conclusion of the next Annual General Meeting of the Alliance and shall be eligible for election at that meeting.

f) The Executive may appoint such special or standing committees or sub-committees as may be considered appropriate and shall determine their respective terms of reference, powers, duration and composition. All acts and proceedings of such special or standing committees or sub committees shall be reported back to the Executive as soon as possible.

g) Only full members of the Alliance shall be eligible to serve as members of the Executive.

h) Nominations for membership of the Executive must be made by full members of the Alliance in writing and must be in the hands of the secretary before the Annual General Meeting. A member may not nominate themselves. Should nominations exceed vacancies, election shall be by ballot.

i) Meetings of the Executive Committee shall only take place if a quorum of their members are present. A quorum in this context shall be four members of the Executive Committee.

**11. OFFICE BEARERS**

1. At the first meeting of the Executive after an Annual General Meeting, the committee shall elect a ‘Chair’, a ‘Vice-chair’, a ‘Secretary’ and a ‘Treasurer’ and such other office bearers as the Alliance shall from time to time decide, from their number.
2. The ‘Chair’ and the other office bearers of the Alliance shall hold office until the conclusion of the next Annual General Meeting of the Association after their election but shall be eligible for re-election.

**12. NOTICES**

1. Any notices requiring to be given under the constitution of the Alliance shall be deemed to be duly given if left at or sent by prepaid post to the last known address of each member, as notified to the Secretary.

**13. AMENDMENTS TO THE CONSTITUTION**

1. Any clause of this constitution may be amended by a three quarters majority of voting members either present at an Annual General Meeting, an Extraordinary General Meeting or a postal vote to all members of the Alliance, provided that at least 28 days' notice of the proposed amendment is given, in writing, to all members and provided that nothing contained therein shall authorise any amendment, the effect of which is to cause the Alliance to lose its charitable status in law.

**14. DISSOLUTION**

1. If the Executive, by a majority decides at any time that it is necessary to dissolve the Alliance, it shall call an Extraordinary General Meeting of all members. At least 28 days' notice of the meeting shall be given, containing the resolution to be placed before the meeting. If the decision to dissolve the Alliance is approved by a two-thirds majority of members present, then three trustees shall be appointed at the meeting from outside the Executive. The Executive, subject to approval from the trustees, shall have the power to dispose of any assets held directly by the Alliance or in its name, provided that any assets remaining after any proper debts or liabilities have been satisfied, given or transferred to such other charitable organisation or organisations having objects similar to the objects of the Alliance as the Executive may determine.

**15. INTERPRETATION OF THIS CONSTITUTION**

1. Interpretation of this constitution, of any part thereof, shall be decided by the Executive after debate.