



Constitution  
of

**Cold Therapy Collective**  
(adopted [ 01/06/2025 ])

1.	<b>ASSOCIATION'S NAME</b>
1.1	The association's name is <b>Cold Therapy Collective</b>
2.	<p><b>OBJECTIVES OF THE ASSOCIATION</b></p> <p><b>Objectives of the Cold Therapy Collective (CTC)</b></p> <ol style="list-style-type: none"> <li><b>Promote Accessibility to Cold Water Therapy:</b> To remove financial, geographic, and social barriers that prevent individuals from accessing safe and guided cold water therapy sessions across the Central Belt of Scotland.</li> <li><b>Educate and Raise Awareness:</b> To provide educational resources, workshops, and public campaigns that increase awareness about the physical and mental health benefits of outdoor cold water therapy.</li> <li><b>Create Safe Spaces for Therapy:</b> To establish and maintain designated locations for cold water therapy, ensuring that these environments are accessible, safe, and guided by trained professionals or experienced practitioners.</li> <li><b>Build a Supportive Community:</b> To foster a welcoming, inclusive, and supportive community of individuals interested in cold therapy, providing opportunities for people to connect, share experiences, and support each other in their therapeutic journeys.</li> <li><b>Develop Partnerships with Local Organisations:</b> To collaborate with local healthcare providers, wellness centres, community groups, charities and education providers to offer cold water therapy in alignment with health and wellness initiatives throughout the Central Belt of Scotland.</li> <li><b>Ensure Professional Standards and Safety:</b> To establish and maintain high standards of practice for cold water therapy, ensuring that all sessions are led by qualified professionals who prioritise safety, education, and participant well-being.</li> <li><b>Encourage Sustainable Practices:</b> To advocate for the environmental sustainability of cold water therapy practices, promoting natural, eco-friendly settings for therapy sessions that respect and preserve local waterways and ecosystems.</li> <li><b>Offer Financial Accessibility:</b> To provide subsidised or low-cost sessions to individuals who may otherwise be unable to participate due to financial constraints, ensuring therapy is accessible to all members of the community, regardless of income.</li> <li><b>Facilitate Research and Innovation:</b> To support and participate in research related to the benefits of cold water therapy, contributing to the development of evidence-based approaches that further promote the practice's adoption in wellness and healthcare fields.</li> <li><b>Advocate for Cold Therapy in Health Policy:</b> To advocate for the inclusion of cold water therapy as a recognised and accessible form of complementary therapy within national health and wellness policies.</li> </ol> <p>These objectives aim to create an environment where everyone in the Central Belt of Scotland can benefit from the therapeutic power of cold water therapy, regardless of their background or circumstances.</p>

2.1	<p>The association has been formed to benefit the Community of Cold Therapy Collective (“the Community”):</p> <p><b>Our Community</b>  The Cold Therapy Collective (CTC) community is a diverse and inclusive group of individuals united by their shared interest in cold water therapy and its physical, mental, and emotional benefits. Our community consists <b>of anyone who has attended a Cold Water Therapy Intro Lesson with <i>The Cold Water Therapist</i></b>, whether they have participated directly, through a charity partnership, at a subsidised session, or during a retreat.</p> <p>This community spans all walks of life, from beginners who are new to cold water therapy to those with previous experience who are seeking a safe, guided space for regular practice. We are a supportive network that welcomes people from all backgrounds, abilities, and experiences—those who seek healing, stress relief, increased vitality, or simply a sense of community through shared therapeutic experiences.</p> <p>Whether individuals are attending their first session or returning for ongoing practice, each member of our community is valued, supported, and encouraged to grow in their cold therapy journey. Through our collective experiences, we strive to build a sense of connection, openness, and shared learning, helping each person feel empowered to unlock the full potential of cold water therapy in a safe and guided environment.</p> <p><b>Group Ethics. We are;</b></p> <p>Responsible: We are mindful of our own limits and stay within them no matter what anyone else is doing</p> <p>Educated: We only abide by, and share, evidence-based advice and practices</p> <p>Capable: We don’t put anyone else at unnecessary risk or rely on others for our wellbeing and safety</p> <p>Aware: We check the water before we get in to make sure it's deep enough, there aren't any hidden objects or hazards or THAT we are entering fast-flowing water and strong currents</p> <p>Prepared: We check weather forecasts and take suitable kit. We have a plan in case of emergency</p>
-----	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>3.</b>	<b>POWERS OF THE ASSOCIATION</b>
3.1	The association shall have the following powers which shall be exercised in the pursuance of the Objectives only: -
	<ul style="list-style-type: none"> <li>• To carry on any activities which further any of the Objectives.</li> <li>• To encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the association to achieve the Objects</li> <li>• To borrow money, and to give security in support of any such borrowings by the association.</li> <li>• To employ such staff as are considered appropriate for the proper conduct of the association's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.</li> <li>• To engage such consultants and advisers as are considered appropriate from time to time.</li> <li>• To effect insurance of all kinds (which may include officers' liability insurance).</li> <li>• To invest any funds which are not immediately required for the association's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).</li> <li>• To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the association's objects.</li> <li>• To establish and/or support any other charity, and to make donations for any charitable purpose falling within the association's objects.</li> <li>• To form anybody which is a charity with similar objects to those of the association, and, if considered appropriate, to transfer to any such body (without any payment being required from the company) the whole or any part of the association's assets and undertaking.</li> <li>• To take such steps as may be deemed appropriate for the purpose of raising funds for the association's activities.</li> <li>• To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).</li> <li>• To do anything which may be incidental or conducive to the furtherance of any of the association's objects.</li> </ul>
<b>4.</b>	<b>OVERALL STRUCTURE</b>
4.1	The structure of the association shall consist of: -
	<p>Ordinary Members who have the right to attend the annual general meeting (and any special general meeting) and have important powers under the constitution. In particular, the Members elect people to serve on the management committee and take decisions in relation to changes to the constitution itself.</p> <p>Associates who support the activities of the association but who do not have a right to attend meetings, elect Members to the management committee or take decisions ("the Associates")</p> <p>The Management Committee, who hold regular meetings during the period between annual general meetings and have day to day control of the association and are responsible for monitoring the financial position of the association.</p>
<b>5.</b>	<b>MEMBERSHIP [AND ASSOCIATESHIP]</b>
5.1	Membership of the association is open to:
5.2	Ordinary Members: those individuals aged 18 and over who are members of the Community

5.3	Members of the community have been defined above. In addition, all members agree to abide by the group ethics of practice and safety.
5.4	If an Ordinary Member or Associate ceases to comply with any of the criteria at clause 5.2 and 5.3, they will be obliged to inform the association and will thereafter be reclassified in terms of either clause 5.2, 5.3, and if the association becomes aware of this itself it will so reclassify the Member/Associate and notify them accordingly.
<b>6.</b>	<b>MEMBERSHIP [AND ASSOCIATESHIP] APPLICATIONS</b>
6.1	Any person who wishes to become an Ordinary Member must complete an Intro Session with The Cold Water Therapist and join the WhatsApp community group
6.2	The management committee may refuse to admit any person who does not comply with any of the criteria at clause 5.2, 5.3 and 6.1 to membership or associateship.
<b>7.</b>	<b>MEMBERSHIP [AND ASSOCIATESHIP] SUBSCRIPTION</b>
7.1	The Ordinary Members may at any or each AGM fix an annual subscription (and, if relevant, different rates thereof for different categories).
7.2	Members and Associates shall be required to pay the relevant appropriate annual membership subscription. Only those Members who have paid any relevant subscription are entitled to take part in and vote at any general meeting.
7.3	Any individual who ceases to be a Member or Associate (for whatever reason) shall not be entitled to any refund of any subscription paid.
<b>8.</b>	<b>MEMBERS [AND ASSOCIATES] REGISTER</b>
8.1	A register of Members and Associates shall be maintained by the Management Committee, via the WhatsApp community group.
<b>9.</b>	<b>MINIMUM NUMBER OF MEMBERS</b>
9.1	The minimum number of Members shall be <i>ten</i> but (unless determined by resolution of the Members) shall not be subject to a maximum.
9.2	If the number of Members falls below <i>ten</i> , the Management Committee shall act only to ensure the admission of sufficient Ordinary Members to achieve the minimum number.
<b>10.</b>	<b>CESSATION OF MEMBERSHIP OR ASSOCIATESHIP</b>
10.1	Any person who wishes to withdraw from membership or associateship shall leave the WhatsApp community group.
10.2	Any person may be expelled from membership/associateship by way of a resolution passed by majority vote at a general meeting (meeting of Members), where such person's conduct, in their capacity as a Member/Associate, has been detrimental to the effective functioning and reputation of the association, providing the following procedures have been observed:-
	at least 21 days' notice of the intention to propose the resolution must be given to the Member/Associate concerned, specifying the grounds for the proposed expulsion
	the Member/Associate concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.
<b>11.</b>	<b>GENERAL MEETINGS (MEETINGS OF MEMBERS)</b>
11.1	The management committee shall convene an annual general meeting in each calendar year (but excluding the year in which the association is formed), ensuring that not more than 15 months elapses between annual general meetings.

11.2	The business of each annual general meeting shall include:-
	<ul style="list-style-type: none"> <li>• A report by the chair on the activities of the association</li> <li>• Consideration of the annual accounts of the association</li> <li>• The election/re-election of members of the management committee, as referred to in clause 16.</li> </ul>
11.3	The management committee may convene a special general meeting at any time.
<b>12.</b>	<b>NOTICE OF GENERAL MEETINGS</b>
12.1	At least 14 clear days' notice must be given to all Members of the association (in accordance with clause 28) of any annual general meeting or special general meeting indicating the general nature of any business of the meeting and, if a resolution to alter the constitution is to be considered, providing detail of the proposed alteration.
12.2	The reference to "clear days" in clause 12.1 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted or emailed to each Member, and also the day of the meeting, should be excluded.
<b>13.</b>	<b>GENERAL MEETING PROCEDURES</b>
13.1	The quorum for a general meeting shall be the greater of: (a) 5 members being either Ordinary Members 5, or (b) 10% of the total of Ordinary Members being present in person or by proxy. No business shall be dealt with at any general meeting unless a quorum is present.
13.2	If a quorum is not present within 15 minutes of the meeting commencement time or if, during a meeting, a quorum ceases to be present, the meeting shall be adjourned to such time and place as may be fixed by the chairperson of the meeting.
13.3	The chair of the association shall (if present and willing to act as chairperson) preside as chairperson of each general meeting. If the chair is not present and/or willing to act as chairperson within 15 minutes of the meeting commencement time, the members of the management committee present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
13.4	The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
13.5	Every Member shall have one vote, which (whether on a show of hands or on a secret ballot) must be given personally or by proxy (in the case of the latter provided only that a duly completed proxy form in the format set out in Schedule 1 (as may from time to time be amended by the management committee) is submitted to the chairperson at least 48 hours before the commencement time of the general meeting.
13.6	If there is an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.
13.7	A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two Members present in person at the meeting). A secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.

13.8	If a secret ballot is demanded, it shall be taken there and then in such a manner as the chairperson may direct and with the result also being declared at the same meeting.
<b>14.</b>	<b>NUMBER OF MANAGEMENT COMMITTEE MEMBERS</b>
14.1	The minimum number of management committee members shall be <i>three</i> and the maximum shall be <i>three</i> , unless resolved otherwise by the Members.
<b>15.</b>	<b>MANAGEMENT COMMITTEE - ELIGIBILITY</b>
15.1	Only Ordinary Members shall be eligible for election/appointment to the management committee.
<b>16.</b>	<b>MANAGEMENT COMMITTEE - ELECTION, RETIRAL, RE-ELECTION</b>
16.1	At each annual general meeting, the Members may elect any Ordinary Member to fill vacancies on and be a member of the management committee.
16.2	The management committee may at any time appoint any Ordinary Member to be a member of the management committee.
16.3	At each annual general meeting, any management committee <b>member appointed</b> under clause 16.2 shall retire from office but shall then be eligible for election under clause 16.1 or appointment under clause 16.2.
16.4	Any management committee <b>member elected</b> under clause 16.1 shall serve as a management committee member (unless otherwise removed under this constitution) for three (3) years and shall retire at the 3 <sup>rd</sup> occurring annual general meeting held pursuant to the annual general meeting at which they were elected but may be re-elected in accordance with clause 16.1 to serve for a further term (unless otherwise removed under this constitution) of three (3) years, following which he or she shall not be eligible for re-election or re-appointment for a period of two (2) years.
<b>17.</b>	<b>MANAGEMENT COMMITTEE - TERMINATION OF OFFICE</b>
17.1	<p>A management committee member shall automatically vacate office if:-</p> <ul style="list-style-type: none"> <li>• [he or she becomes debarred under any statutory provision from being a charity trustee]</li> <li>• he or she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months</li> <li>• he or she ceases to be an Ordinary Member of the association</li> <li>• he or she becomes an employee of the association</li> <li>• he or she resigns office by notice to the association</li> <li>• he or she is absent (without permission of the management committee) from more than three consecutive meetings of the management committee, and the management committee resolve to remove him or her from office.</li> <li>• he or she breaches the code of conduct set out at clause 23 and the management committee resolves that he or she is to be removed.</li> <li>• he or she is required to retire in accordance with any of clauses 16.3 to 16.4.</li> </ul>

<b>18.</b>	<b>MANAGEMENT COMMITTEE - REGISTER OF MANAGEMENT COMMITTEE MEMBERS</b>
18.1	A register shall be maintained by the management committee containing the full name and address, date of election/appointment and the date (where relevant) of retiral/termination of office of each management committee member.
<b>19.</b>	<b>OFFICEBEARERS</b>
19.1	Management committee members shall elect from among themselves a chair, a treasurer and a secretary, and such other office bearers as they consider appropriate.
19.2	All office bearers shall cease to hold office at the conclusion of each annual general meeting but shall then be eligible for re-election.
19.3	A person elected to any office shall cease to hold that office if he or she: ceases to be a member of the management committee; resigns from that office by written notice to that effect or all remaining management committee members resolve to remove that person.
<b>20.</b>	<b>MANAGEMENT COMMITTEE - POWERS</b>
20.1	Except as otherwise provided in this constitution, the association and its assets and undertakings shall be managed by the management committee, who may exercise all the powers of the association.
20.2	A meeting of the management committee at which a quorum is present may exercise all powers exercisable by the management committee.
<b>21.</b>	<b>MANAGEMENT COMMITTEE - PERSONAL INTERESTS</b>
21.1	A member of the management committee who has a personal interest in any transaction or other arrangement which the association is proposing to enter into, must declare that interest at a meeting of the management committee and shall be debarred from voting on the question of whether or not the association should enter into that transaction or arrangement.
21.2	For the purposes of clause 21.1, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he or she is a partner or any limited company or corporate body of which he or she is a substantial shareholder, member or director, has a personal interest in that arrangement.
21.3	Provided:
	<ul style="list-style-type: none"> <li>• he or she has declared his/her interest;</li> <li>• he or she has not voted on whether or not the association should enter into the relevant transaction or arrangement; and</li> <li>• the requirements of clause 21.5 are complied with,</li> <li>• a member of the management committee will not be debarred from entering into an arrangement with the association in which he or she has (or is deemed under this constitution to have) a personal interest and may retain any personal benefit which he or she gains from his/her participation in that arrangement.</li> </ul>
21.4	No member of the management committee may serve as an employee (full time or part time) of the association, and no member of the management committee may be given any remuneration by the association for carrying out his or her duties as a member of the management committee.
21.5	Where a management committee member provides services to the association or might benefit from any remuneration paid to a connected party for such services, then:



	<ul style="list-style-type: none"> <li>the maximum amount of the remuneration must be reasonable and set out in a written agreement;</li> <li>the management committee members must resolve and record that they are satisfied that it would be in the interests of the association to enter into the arrangement; and</li> <li>less than half of the management committee members must be receiving (or benefitting from) remuneration from the association.</li> </ul>
21.6	Management committee members may be paid travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the management committee, general meetings, meetings of sub-committees, or otherwise in connection with the carrying-out of their duties.
<b>22.</b>	<b>MANAGEMENT COMMITTEE MEETINGS - PROCEDURES</b>
22.1	Any member of the management committee may call a meeting of the management committee or request the secretary to call such a meeting.
22.2	Questions arising at a meeting of the management committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
22.3	No business shall be dealt with at a meeting of the management committee unless a quorum is present; the quorum for meetings of the management committee shall be 5.
22.4	If at any time the number of management committee members in office falls below the number fixed as the quorum, the remaining management committee member(s) may act only for the purpose of filling vacancies or of calling a general meeting.
22.5	Unless unwilling to do so, the chair of the association shall preside as chairperson at every management committee meeting at which he or she is present, failing which the management committee members present shall elect from among themselves the person who will act as chairperson of the meeting.
22.6	The management committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak (but not vote) at any meeting of the management committee.
<b>23.</b>	<b>CONDUCT OF MEMBERS OF THE MANAGEMENT COMMITTEE</b>
23.1	Each of the members of the management committee shall, in exercising his or her functions as a member of the management committee of the association, act in the interests of the association and, in particular, must:
	<ul style="list-style-type: none"> <li>seek, in good faith, to ensure that the association acts in a manner which is in accordance with its objects (as set out in this constitution);</li> <li>act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;</li> <li>in circumstances giving rise to the possibility of a conflict of interest of interest between the association and any other party;</li> <li>put the interests of the association before that of the other party, in taking decisions as a member of the management committee; and</li> <li>where any other duty prevents him or her from doing so, disclose the conflicting interest to the association and refrain from participating in any discussions or decisions involving the other members of the management committee with regard to the matter in question; [and]</li> </ul>
<b>24.</b>	<b>DELEGATION TO SUB-COMMITTEES</b>

24.1	The management committee may form and delegate any of their powers to:  (i) any sub-committee consisting of one or more management committee members and such other persons (if any) as the management committee may determine
24.2	Any delegation of powers under clause 24.1 may be made subject to such conditions as the management committee may impose and may be revoked or altered.
24.3	The rules of procedure for any sub-committee shall be as prescribed by the management committee.
<b>25.</b>	<b>OPERATION OF ACCOUNTS AND HOLDING OF PROPERTY</b>
25.1	The management committee shall ensure robust processes for all operations on the bank and/or building society accounts held by the association, including a requirement for dual authorisation (whether as a signatory or otherwise) in relation to all operations (other than lodgement of funds) on the bank and/or building society accounts held by the association, with at least one of those authorising (whether as a signatory or otherwise) being a member of the management committee.
25.2	The title to all property (including any land or buildings, the tenant's interest under any lease and (so far as appropriate) any investments) shall be held either in the names of the chair, treasurer and secretary of the association (and their successors in office) or in the name of a nominee company holding such property in trust for the association; any person or body in whose name the association's property is held shall act in accordance with the directions issued from time to time by the management committee.
<b>26.</b>	<b>MINUTES</b>
26.1	The management committee shall ensure minutes are made of all proceedings at general meetings, management committee meetings and meetings of sub-committees, recording those in attendance and decisions made.
<b>27.</b>	<b>ACCOUNTING RECORDS AND ANNUAL ACCOUNTS</b>
27.1	The management committee shall ensure that proper accounting records are maintained for the association in accordance with all applicable statutory requirements.
27.2	The management committee shall prepare annual accounts, complying with all relevant statutory requirements and if an audit is required under any statutory provisions or if they otherwise think fit, shall ensure that an audit of such accounts is carried out by a qualified auditor.
<b>28.</b>	<b>NOTICES</b>
28.1	Any notice which requires to be given to a Member or Associate under this constitution shall be in writing and such notice may either be given personally, sent by post in a pre-paid envelope addressed to the Member or Associate at the address last intimated by him or her to the association, or sent by email to the Member or Associate to the email address last intimated by him or her to the association.
<b>29.</b>	<b>DISSOLUTION</b>
29.1	The dissolution of the association may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a general meeting called specifically (but not necessarily exclusively) for the purpose.
29.2	If, on the dissolution of the association, any property remains, after satisfaction of the debts and liabilities of the association, such property shall be transferred to some other [body or bodies / charity or charities] having similar Objects; the identity of the [body or bodies / charity

	or charities] shall be determined by the Members at, or prior to, the time of dissolution.
29.3	For the avoidance of doubt, no part of the income or property of the association shall (otherwise than in pursuance of the Objects) be paid or transferred (directly or indirectly) to the Members, either in the course of the association's existence or on dissolution.
<b>30.</b>	<b>ALTERATIONS TO THE CONSTITUTION</b>
30.1	The constitution may be altered by a resolution passed by not less than two-thirds of those present and voting at a general meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clause 12.
<b>31.</b>	<b>INTERPRETATION</b>
31.1	For the purposes of this constitution,
	any reference to a provision of legislation shall include any relevant modification or re-enactment of that provision in force.
<b>32.</b>	<b>INITIAL MEMBERS OF THE MANAGEMENT COMMITTEE</b>
32.1	The initial members of the management committee, and the positions held by each, shall be as set out below.

This constitution was adopted on 01/06/2025

<b>Signature</b>	<b>Name</b>	<b>Address</b>	<b>Position</b>
<i>Jenny Favell</i>	<b>Jenny Favell</b>	<b>Linlithgow</b>	<b>Chair</b>
<i>Denise McDade</i>	<b>Denise McDade</b>	<b>Mid Calder</b>	<b>Treasurer</b>
<b>TBC</b>	<b>TBC</b>	<b>TBC</b>	<b>Secretary</b>