

**All previous rules rescinded.**

**Rules of the**

**TENANTS FIRST HOUSING CO-OPERATIVE LIMITED**

**Registered under the Industrial and Provident Societies Act 1965 and the  
Housing (Scotland) Act 2001**

## **ALL PREVIOUS RULES RESCINDED**

### **INTRODUCTION**

#### **Name**

1. We are Tenants First Housing Co-operative Limited (hereinafter referred to as "the Co-operative").

#### **Objects**

2. Our objects are:
  - 2.1 to provide, construct, improve and manage
    - 2.1.1 housing for occupation by members of the Co-operative;
    - 2.1.1 hostels
  - 2.2 to carry on any additional purposes or objects permitted under Section 58 (3) of the Housing (Scotland) Act 2001 (as amended by the Housing (Scotland) Act 2006 and SSI 2006/211 (Registered Social Landlords (Purposes or Objects)(Scotland) Order)).
3. Our permitted activities and powers will include anything which is necessary or expedient to help us achieve these objects.
4. As a landlord and managing agent we will:
  - 4.1 have regard for the requirements of public accountability
  - 4.2 use any money we receive carefully and properly; and
  - 4.3 consider the welfare of the people who live in the properties we are responsible for.
5. We do not trade for profit.
6. Our registered office is at: 23 Albert Street, Aberdeen, AB25 1XX

If this address changes, we will inform the Financial Services Authority and the Scottish Housing Regulator in writing within 14 days.

### **MEMBERSHIP**

7. The Members of the Co-operative shall be those people who hold a share in the Co-operative and whose names are entered in the Register of Members referred to in Rule 65.1. You are only eligible for membership of the Co-

operative if you are a tenant occupying any property provided by us under the terms of a Tenancy Agreement granted by us, or, where the Co-operative admits prospective tenants into membership, if you are a prospective tenant. If the Co-operative determines to admit prospective tenants into membership prospective tenants will be those persons fulfilling the relevant criteria determined by the Management Committee and whose names are entered in the register of prospective tenants. Any Tenancy Agreement granted by us to you will not give you any right to purchase the house or accommodation and others occupied by you, nor will you be able to dispose of, transfer or assign your Tenancy Agreement to any person or body other than with our consent and approval. You must terminate and surrender the Agreement to us when you cease to be a Member. The Management Committee shall set, review and publish its membership policy for admitting new Members.

## 8. **Applying for membership**

8.1 To apply for membership, you must be a tenant of ours or prospective tenant and you must send an application form and one pound to the Secretary at our registered office. Our Management Committee will arrange for your application to be considered as soon as practical after that. We will return your money if we do not approve your application.

8.2 If we approve your application, you will immediately become a Member of the Co-operative and your name will be included in our Register of Members referred to in Rule 65 within seven working days. You will then be issued one share in the Co-operative.

8.2.1 You may, with the approval of the Management Committee, become a joint Member together with one or more other persons admitted by the Management Committee to joint membership and the share issued to you as a Member shall be converted to a joint share in both or all of your names. The Register of Members shall be amended accordingly and your name shall stand first in the Register of Members as between you and the other person(s).

8.2.2 To apply for joint membership you must send an application form and One Pound to our Secretary at our Registered Office. Our Management Committee will consider your application at its next meeting or as soon as possible after that. We will return your One Pound if we do not approve your application.

8.2.3 If we approve your application, all of your names shall be entered into the Register of Members as joint members and one share of the Co-operative shall be issued to you. Your names shall be entered in the Register and shall appear on the Share Certificate in the order that they appeared on your application form.

8.2.4 As joint members, you must all sign a Tenancy Agreement for a property provided by us, in order to become joint tenants.

8.2.5 Joint members may inform us in writing from time to time which of the joint members is to exercise the rights of membership granted by these Rules, but if we are not so informed or if there is failure to agree amongst the joint members, the joint member whose name appears first in the Register of Members will be solely entitled to exercise the rights of membership granted by these rules.

### **Ending your Joint Membership**

8.3 Your joint membership shall end if:

- (a) you fail to sign the Tenancy Agreement as required by Rule 8.3; or
- (b) you fail to send us an application form and One Pound as required by Rule 8.1; or
- (c) your Tenancy Agreement ends or is ended; or
- (d) you no longer occupy the house provided by us under the Tenancy Agreement;

in all of which cases we will end your membership and cancel your share. The value of the share will then belong to us with effect from the date of a Management Committee Resolution to that effect. The ending of your membership will be recorded in the Register of Members referred to in Rule 65.

If one joint member:

- (i) no longer occupies the house provided by us under the Tenancy Agreement; or
- (ii) dies,

the interest of that joint member in the membership share and the Tenancy Agreement shall belong to the remaining joint member or members. If only one joint member remains, that person will then become an individual Member. The joint share shall be changed to a share in the sole name of the remaining Member and the Register of Members shall be amended accordingly.

9. You can apply for membership from the age of 16.

10. No Member can hold more than one share in the Co-operative.

11. **ENDING YOUR MEMBERSHIP**

11.1 You can end your membership of the Co-operative by giving the Secretary at our registered office one month's notice in writing provided that you give up your Tenancy Agreement at the same time.

11.2 We will end your membership and cancel your share if:

- Your Tenancy Agreement ends or is ended; or
- You have ceased to occupy the house provided by the Co-operative under the Tenancy Agreement; or
- You are a prospective tenant and you have notified the Co-operative in writing that you no longer require accommodation to be provided by the Co-operative or you have refused to enter into a Tenancy Agreement which the Co-operative has offered you; or
- You have died

If your Tenancy Agreement ends or is ended, you will cease to be a Member seven days after the Tenancy Agreement comes to an end UNLESS within those seven days you enter into a new Tenancy Agreement with us.

If you notify us in writing that you no longer need the house provided by us, your name will be removed from the register of prospective tenants.

The value of the share will then belong to us and the ending of your membership will be recorded in the register of members referred to in Rule 65.

## **12. Termination of Membership**

12.1 If we receive a complaint about your behaviour and two-thirds of the members voting at a special general meeting agree to one of the following options, we may either (a) end your membership or (b) restrict or remove, either permanently or temporarily, any or all of the membership rights conferred on you by these Rules (including, without limitation, voting rights and eligibility to become a member of the Management Committee of Management, or a sub-committee or a Regional Management Board). The following conditions apply to this procedure:

12.1.1 The Members can vote in person or through a representative by proxy.

12.1.2 The complaint must be in writing and must relate to behaviour which could harm our interests.

12.1.3 The Secretary must notify the Member of the complaint in writing not less than one calendar month before the meeting referred to at 12.1 takes place;

12.1.4 You will be called to answer the complaint at the meeting. The members present will consider the evidence supporting the complaint and any evidence you decide to introduce; and

12.1.5 If you receive proper notice but do not go to the meeting referred to at 12.1 above without providing a good reason, the meeting may go ahead without you.

12.2 If you are expelled from membership, you will immediately cease to be a Member from the date that the resolution to expel you was passed.

12.3 If we end your membership in this way, any further application for membership by you will need to be approved by two-thirds of the Members voting at a general meeting.

## **SHARE CAPITAL**

### **Shares**

13. Our share capital will be raised by issuing One Pound shares to members.

14. There is no interest, dividend or bonus payable on shares.

### **Transferring shares**

15. If you die or end your membership or have your membership withdrawn, we will cancel your share. The value of the share will then belong to us.

## **OUR BORROWING POWERS**

16.1 We can borrow money for the Co-operative as long as our total borrowing at any time is not more than £100 million pounds sterling.

16.2 In respect of any proposed borrowing for the purposes of Rule 16.1, the amount remaining undischarged of any index-linked loan previously borrowed by the Co-operative or any deep discounted security shall be deemed to be the amount needed to repay such borrowing in full if the pre-existing borrowing became repayable in full at the time of the proposed borrowing.

16.3 For the purposes of Rule 16.1 in respect of any proposed borrowing intended to be index linked or on any deep discounted security the amount of borrowings shall be deemed to be the proceeds of such proposed borrowings that would be receivable by the Co-operative at the time of the proposed borrowing.

- 16.4 We will not pay more than the market rate of interest as determined by the Management Committee having regard to the terms of the loan on any money we borrow.
- 16.5 We will not accept money on deposit.
- 16.6 We can lend money to an organisation which is a subsidiary of the Co-operative within the meaning of the Companies Act 1985 or the Friendly and Industrial and Provident Societies Act 1968 at the market rate of interest as determined by the Management Committee having regard to the terms of the loan. Where the Co-operative is using a loan facility to on lend it must comply with regulatory guidance issued by the Scottish Housing Regulator.
- 16.7 The Co-operative's borrowing will be underpinned by treasury management arrangements, which will comply with regulatory guidance issued by the Scottish Housing Regulator.
- 16.8 Our Management Committee can determine and change conditions under which we borrow or lend money, within the conditions laid out above.
- 16.9 The Co-operative shall not lend money to members.
- 17.1 The Co-operative shall have the power to enter into and perform a Rate Cap Transaction, or series of Rate Cap Transactions, or to enter into a Collar Transaction or series of Collar Transactions or an Interest Rate Swap Transaction where in relation to any such Transaction the following conditions are satisfied namely that:-
- 17.1.1 the relevant instruments relate solely to amounts denominated in Sterling;
  - 17.1.2 the relevant transaction provides (in the case of an interest rate swap) for the Co-operative to undertake to pay a specified fixed rate on an applicable notional sum denominated in Sterling, but not otherwise;
  - 17.1.3 the relevant transaction in the case of a Collar Transaction provides for the simultaneous buying of an instrument relating to a rate cap and the selling of an instrument providing for a floor at a lower strike price to such cap;
  - 17.1.4 any counterparty to the transaction is a financial institution authorised and regulated by the Financial Services Authority to conduct such business in the United Kingdom.
  - 17.1.5 the Management Committee or a duly authorised sub-committee established under the Rules considers the entry by the Co-operative into such transaction(s) to be in the best interests of the Co-operative.

PROVIDED that at the time of entry into any such transaction(s) the sum of the Calculation Amount of any such transaction previously entered into and remaining in effect and the Calculation Amount of the proposed transaction(s) shall not exceed (a) the aggregate amount of the Co-operative's Variable Rate Borrowings either at the Effective Date or (b) having regard at the Effective Date to the Co-operative's obligations to repay Variable Rate Borrowings, the amount of Variable Rate Borrowings which will be outstanding at any time on or prior to the proposed Termination Date.

17.2 Before exercising its power under Rule 17.1 the Co-operative shall obtain and consider proper advice on the question whether the transaction is satisfactory having regard to:-

17.2.1 the possible fluctuations in the rate of interest payable by the Co-operative on its Variable Rate Borrowings during the terms of the relevant transaction;

17.2.2 the Co-operative's ability to meet its payment obligations under such Borrowings during the term of the relevant transaction(s) if such transaction was or were not entered into;

17.2.3 the payment obligation under the relevant transaction(s); and

17.2.4 the Co-operative's actual and projected annual income and expenditure position.

17.3 For the purposes of Rule 17.2 proper advice shall mean the advice of a person who is reasonably believed by the Management Committee to be qualified by his ability in the practical experience of financial matters and such transactions, such advice may be given by a person notwithstanding that he gives it in the course of his employment as an Officer.

17.4 A person entering into a relevant transaction as a Floating Rate Payer with the Co-operative who has received a written certificate signed by the Secretary confirming the Co-operative's compliance with Rules 17.1 and 17.2 shall not be concerned to enquire further whether or not the Co-operative has complied with the provisions of Rules 17.1 and 17.2 and such transaction shall be valid at the date it is entered into and throughout its term in favour of such person (or any assignee or successor in title) whether or not the provisions of Rules 17.1 and 17.2 have been complied with.

17.5 For the purpose of this Rule:-

"Calculation Amount", "Effective Date", "Floating Rate Payer", "Term" and

"Termination Date" have the respective meanings given in the 2000 ISDA (International Swap Dealers Association) Definitions as amended from time to time;

"Variable Rate Borrowings" mean any borrowing by the Co-operative pursuant to Rule 17.1 in respect of which the rate of interest has not been fixed for a term in excess of twelve months and the terms "fixed" shall exclude any borrowing where the rate of interest is indexed in accordance with a retail price index or other published index;

"Rate Cap Transaction", "Collar Transaction" and "Interest Rate Swap Transaction" mean respectively any transaction so designated within the meaning of the category "Swap Transaction" as defined in the 2000 ISDA Definitions as amended from time to time.

## **GENERAL MEETINGS**

### **Annual General Meeting**

18.1 We will hold a general meeting known as the annual general meeting of the whole membership of the Co-operative within six months of the end of each financial year of the Co-operative. The functions of the annual general meeting are to:

18.1.1 present the Chairperson's report on our activities for the previous year;

18.1.2 present the accounts, balance sheet and auditor's report;

18.1.3 elect Committee members and sub-committee members as set out in Rules 37, 38 and 39;

18.1.4 appoint the auditor for the following year as set out in Rules 72 and 73; and

18.1.5 consider any other general business included in the notice calling the meeting.

### **Special General Meetings**

19.1 All general meetings other than annual general meetings are known as special general meetings. The Secretary will call a special general meeting if:

19.1.1 The Management Committee requests one; or

19.1.2 At least four members request one in writing. If there are more than 40 members, at least one tenth of all the members must ask for the meeting;

- 19.2 Whoever asks for the meeting must give the Secretary details of the business to be discussed at the meeting
- 19.3 If a special general meeting is requested, the Secretary must within 10 days of having received the request give all members notice calling the meeting. The meeting must take place within 35 days of the Secretary receiving the members' request. The Secretary should decide on a time, date and place for the meeting in consultation with the Management Committee or the Chairperson, but if such consultation is not practicable the Secretary can on his/her own decide the time, date and place for the meeting.
- 19.4 If the Secretary fails to call the meeting within ten days, the Management Committee or the members who requested the meeting can arrange the meeting themselves.
- 19.5 A special general meeting must not discuss any business other than the business mentioned in the notice calling the meeting.

### **Notice for Meetings**

- 20.1 The Secretary will call all general meetings by written notice posted or sent by fax or email to every Member at least 14 days before the date of the meeting. This letter will give details of:
- 20.1.1 the time, date and place of the meeting;
- 20.1.2 whether the meeting is an annual or special general meeting;
- 20.1.3 the business for which the meeting is being called.
- 20.2 The Management Committee may ask the Secretary to include with the letter or send separately to members any relevant papers or accounts. If a Member does not receive notice of a meeting or papers relating to the meeting, this will not stop the meeting going ahead as planned. Each communication sent to a Member by post, addressed to his or her registered address, shall be deemed to have arrived forty eight hours after being posted.
21. The proceedings of a meeting shall not be invalidated by the inadvertent failure of the Co-operative to send a notice calling the meeting to any Member.

### **PROCEDURE AT GENERAL MEETINGS**

- 22.1 For a general meeting to take place the number of members physically present at the meeting added to the number of postal votes cast by members in relation to the business of the meeting must be at least 7 per cent of the then current total membership of the Co-operative.

- 22.2 If not enough members are present (taken together with the number of postal votes cast) within half an hour of the time the meeting was scheduled to start, the meeting must be re-scheduled for the same day the following week at the same time and at such place as may be fixed by the Chairperson of the meeting. There is no need to give notice to members of the rescheduled meeting. If at that meeting there are not enough members present (again taken together with the number of postal votes cast) within half an hour of the scheduled starting time, the meeting can still go ahead.
23. If a majority of members present agree, the Chairperson of a meeting can adjourn the meeting. No business can be discussed at the adjourned meeting other than the business not reached or left unfinished at the original meeting. There is no need to give notice to members of the adjourned meeting.
- 24.1 The Chairperson of the Management Committee will be Chairperson at all our meetings. If there is no Chairperson or he/she is not present or willing to act, the members present must elect a Member of the Management Committee to be Chairperson of the meeting. If no Committee Members are present, the members present must elect a Member to be Chairperson of the meeting.
- 24.2 If the Chairperson arrives later, after the meeting has commenced, he/she will take over as Chairperson of the meeting as soon as the current agenda item is concluded.

### **Proxies/Representatives/Postal Votes**

- 25.1 You will be entitled to vote at general meetings either by attending the meeting or by appointing a representative to vote on your behalf by proxy. In relation to the election of Management Committee Members or sub-committee members or in relation to any of the following matters, you can choose to vote by post:-
- 25.1.1 any proposal to amend the Co-operative's Rules or to introduce new rules
- 25.1.2 any proposal the effect of which would be that the Co-operative would merge with another organisation or would effect a transfer of engagements to another organisation
- 25.1.3 any proposal to remove a Management Committee Member from the Management Committee or to remove a sub-committee member from a sub-committee
- 25.1.4 any other matter which the Management Committee determines should fall within Rule 25.1.
- 25.2 Not less than 14 days before a meeting is held at which one or more Management Committee members or sub-committee members will be elected

or one or more of the matters set out in Rules 25.1.1 to 25.1.4 inclusive is to be considered, you will receive a voting paper. You can vote in relation to the election or other items of business by returning the voting paper, properly signed, to the Secretary at least 5 days before the day of the meeting or by bringing your voting paper to the meeting.

- 25.3 To appoint a representative to vote on your behalf by proxy, you must let us at least have a properly completed document in the form shown in appendix 1. Your representative does not need to be a Member. The document must reach us at least two days before the meeting at which you want to be represented.
- 25.4 If there is any doubt about whether your representative has authority to vote, the Chairperson will decide and his/her decision will be final.
- 25.5 The maximum number of proxy votes that may be cast by any one person is 3.
- 25.6 To reverse your appointment of a representative, you must let us have a properly completed document in the form shown in appendix 2. The document must be presented to us before the meeting at which you no longer want to be represented convenes. If you declare yourself present before the meeting convenes, the appointment of a representative to vote on your behalf will automatically fall.
- 25.7 The Chairperson will report to the meeting the details of any documents received which are not valid or void.

## **Voting**

26. If a decision of a meeting is put to the vote, the outcome will be based on what the majority of members vote for. Voting will be by a show of hands except where a poll is requested or required. Votes cannot be taken on resolutions which conflict with any provisions of these Rules or the law.
- 27.1 Where a vote is by a show of hands every Member present in person has one vote. Where a vote is by a poll every Member present in person or who has appointed a representative has one vote. Where an appointed proxy is present, he must advise the Chairperson and the Chairperson shall direct that the vote is by poll.
- 27.2 In relation to the election of Management Committee Members or sub-committee members or any of the matters listed in Rule 25.1, the vote is by a poll using the ballot paper issued prior to the meeting; postal votes will be counted in the total number of votes at the meeting.
28. If there is an equal number of votes for and against a resolution, or in relation to the election of Management Committee Members or sub-committee

members, the Chairperson will have a second and deciding vote. The Chairperson's announcement of the decision of a vote will be final and conclusive. The decision is then recorded in the minutes of the meeting. There is no need to record the number of votes for or against the decision.

- 29.1 A poll can be required before or immediately after a vote by a show of hands, if at least one-tenth of the members present at the meeting (in person or by proxy through a representative appointed in accordance with Rule 25.3) request this.
- 29.2 A poll must take place as soon as the Chairperson has agreed to it, in line with the Chairperson's instructions. The result of the poll will stand as the decision of the meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

30. All speakers must direct their words to the Chairperson. All members must remain quiet and orderly while this is happening.
31. You will not be allowed to speak more than once on any individual matter unless it is to explain something or ask for an explanation until every other Member has had the chance to speak. You will then have the opportunity to speak a second time on a matter but only if the Chairperson agrees. Where the Chairperson raised the matter for discussion initially, she/he shall be permitted to make a final reply on the matter.
32. The Chairperson will decide how long each speaker is allowed to speak, allowing equal time to each speaker.
33. If any point arises which is not covered in these rules, the Chairperson will give his/her opinion. If the Chairperson's opinion is challenged by more than one person, the Chairperson will step down and those present will decide the point raised on a majority vote. If the vote is tied, the Chairperson's original opinion is carried.
34. Meetings must not last longer than two hours unless at least two-thirds of the members present agree after the end of that time to continue the meeting.

### **THE COMMITTEE OF MANAGEMENT**

#### **Composition of the Management Committee**

- 35.1 The Co-operative shall have a Committee of Management which shall have a minimum of 7 and a maximum (including co-optees) of 15 members.
- 35.2 You must be a Member of the Co-operative and aged 18 or over to become a Management Committee Member or sub-committee member, unless you are a

co-optee or a Scottish Housing Regulator appointee. An individual appointed to fill a casual vacancy must also be aged 18 or over and a Member of the Co-operative.

- 35.3 An employee of the Co-operative, or a close relative of an employee, may not be a Management Committee Member or a sub-committee member.

### **CO-OPTEEES**

- 36.1 The Management Committee can co-opt to the Management Committee or to a sub-committee anyone who is suitable to become a Management Committee Member or sub-committee member, as the case may be. Co-optees do not need to be members of the Co-operative, but they can only serve as co-optees on the Management Committee or a sub-committee until the next annual general meeting or until removed by the Management Committee or sub-committee as the case may be. A person co-opted to the Management Committee can also serve on any sub- committees.
- 36.2 Co-optees can take part in discussions at the Management Committee or any sub-committees and vote at Management Committee and sub-committee meetings on all matters except those which directly affect the membership of the Co-operative or the election of the Co-operative's Office Bearers. Co-optees may not stand for election nor be elected as one of the Office Bearers of the Management Committee.
- 36.3 Persons co-opted in this way must not make up more than one-third of the total number of the Management Committee or any sub-committee at any one time. The presence of co-optees at meetings of the Management Committee or a sub-committee will not be counted when establishing whether the minimum number of Management Committee Members or sub-committee members are present to allow the meeting to take place as required by Rules 44 and 57.2 respectively.

### **ELECTING COMMITTEE MEMBERS AND SUB-COMMITTEE MEMBERS**

- 37.1 At the end of every annual general meeting, at least one – third of the Management Committee Members or the nearest number thereto must retire. Anybody appointed as a co-optee under Rule 36.1 or to fill a casual vacancy under Rule 39 and who retires for that reason, shall not count towards the one-third provision. The retiring Management Committee Members should be selected in accordance with Rule 37.2
- 37.2 The retiring Management Committee Members should be those who have served the longest on the Management Committee since the date of their last election. If two or more Management Committee Members have served equally long and cannot agree who should retire, they must draw lots.

- 37.3 Management Committee Members must also retire if they have been co-opted onto the Management Committee under Rule 36.1 or have filled casual vacancies under Rule 39.
- 37.4 If you retire from the Management Committee in terms of this rule before or on the date of the next annual general meeting, you can stand for re-election without being nominated.
- 38.1 If, at the annual general meeting the number of members standing for election is equal to the number of Management Committee Members to be elected, the Chairperson will declare them elected without a vote. If there are more members standing for election than there are vacant places, those present at the general meeting or those exercising a postal vote in accordance with Rule 25.2 will elect members onto the Management Committee, in accordance with Rule 26. Each Member present or who has appointed a representative will have one vote for each place to be filled on the Management Committee. You must not give more than one vote to any one candidate.
- 38.2 Nominations for the Management Committee must be in writing and in the form specified by the Co-operative and must give the full name, address and occupation of the Member being nominated. A Member cannot nominate himself/herself for election. Nominations must be signed by and include a signed statement from the Member being nominated to show that they are eligible to join the Management Committee in accordance with Rules 35.4 and 41, and that they are willing to be elected. Nomination forms can be obtained from the Co-operative and must be completed fully and be returned by hand or by post to the Co-operative's registered office at least 28 days before the general meeting.
- 38.3 If either (a) an elected Management Committee Member leaves the Management Committee or (b) an elected sub-committee member leaves the relevant sub-committee, in each case between the annual general meetings, this creates a casual vacancy and the Management Committee can appoint a Member to take their place on the Management Committee or sub-committee as appropriate until the next annual general meeting.
39. Rules 37 and 38 (with the exception of Rule 38.3, and subject always to the requirement pursuant to Rule 57.1 that at least one member of all sub-committees must be a Management Committee Member at any given time) will also apply to the process of retirements from and nominations and elections to each of the Co-operative's sub-committees, with references in Rules 37 and 38 to "Management Committee" and "Management Committee Member" being replaced by references to "sub-committee" and "sub-committee member" respectively.

### **LEAVING THE COMMITTEE**

- 40.1 A Management Committee Member or sub-committee member must leave the Management Committee or relevant sub-committee if the majority of the members voting at a general meeting decide this. The members will then elect someone to take his/her place. If a replacement is not elected at the meeting, the Management Committee may appoint a Management Committee Member or sub-committee member as the case may be.
- 40.2 A Management Committee Member or sub-committee member must leave the Management Committee or a sub-committee (as the case may be) if two thirds of the remaining Management Committee Members or sub-committee members (as the case may be) vote in favour of this at a special meeting of the Management Committee convened for the purpose. The vote must relate to one of the following issues:
- 40.2.1 Failure to perform to the published standards laid down by the Scottish Federation of Housing Associations and/or the Scottish Housing Regulator adopted and operated by the Co-operative;
- 40.2.2 Failure to sign or failure to comply with the Co-operative's Code of Governance for Management Committee Members.
- 40.2.3 A serious breach of the Co-operative's Rules or standing orders.
- 40.2.4 A breach of Schedule 7 Part 1 of the Housing (Scotland) Act 2001

### **ELIGIBILITY FOR THE MANAGEMENT COMMITTEE AND SUB-COMMITTEES**

- 41.1 You cannot become or remain or be re-elected as a Management Committee Member or sub-committee member if one of the following happens to you:
- 41.1.1 You are an undischarged bankrupt; or
- 41.1.2 You are subject to an arrangement with your creditors; or
- 41.1.3 In the opinion of a qualified medical doctor, you are unable to go to Management Committee Meetings for 12 months because of incapacity due to a physical or mental illness; or
- 41.1.4 You have been convicted of an offence involving dishonesty which is not spent by virtue of the Rehabilitation of Offenders Act 1974 or an offence under the Charities and Trustee Investment (Scotland) Act 2005; or
- 41.1.5 You are a party to any legal proceedings in any Court of Law by or against us; or

- 41.1.6 You are or will be away for a period of 12 months and are thus unable to attend Management Committee Meetings or sub-committee meetings; or
- 41.1.7 You have been removed from the committee of another registered social landlord within the previous five years; or
- 41.1.8 You have been removed from the Management Committee in terms of Rules 40.1 or 40.2 within the previous five years; or
- 41.1.9 You have been removed or suspended from a position of management or control of a charity under Section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 or the Charities and Trustee Investment (Scotland) Act 2005; or
- 41.1.10 You have been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners for England and Wales under section 18(2)(i) of the Charities Act 1993, section 20(1A)(i) of the Charities Act 1960 or section 20(1) of that Act (as in force before the commencement of section 8 of the Charities Act 1992) or by Her Majesty's High Court of Justice in England on the grounds of any misconduct in the administration of a charity for which you were responsible or to which you were privy, or which your conduct contributed to or facilitated; or
- 41.1.11 A Disqualification Order has been made against you under the Company Directors' Disqualification Act 1986 or the Company Directors Disqualification (Northern Ireland) Order 2002 (which relates to the power of a Court to prevent someone from being a director, liquidator or administrator of a company or a receiver or manager of company property or being involved in the promotion, formation or management of a company).

41.2 You will no longer be a Management Committee Member or sub-committee member If you:

- 41.2.1 Resign your position in writing; or
- 41.2.2 Leave the membership of the Co-operative or have your membership withdrawn unless you are a co-optee in terms of Rule 36 or a Scottish Housing Regulator appointee; or
- 41.2.3 Miss four Management Committee meetings or meetings of the relevant sub-committee in a row without special leave of absence previously granted by the Management Committee; or
- 41.2.4 You become ineligible under Rule 41.1; or

41.2.5 You have been in receipt of a payment or benefit not permitted by Schedule 7 Part 1 of the Housing (Scotland) Act 2001.

- 41.3 No Management Committee Member or sub-committee member may act as such until they have agreed to and signed the Code of Governance for Management Committee Members and sub-committee members.

### **MEMBER'S INTERESTS**

42. If you serve on the Management Committee or any sub-committee you must not receive any payment or benefit unless it is permitted by Schedule 7 Part 1 of the Housing (Scotland) Act 2001 or by the Scottish Housing Regulator's guidance thereon.
43. If while serving on the Management Committee or a sub-committee you have any conflict of interest in any contract or other matter about to be discussed at a meeting, you must tell the Management Committee or sub-committee. You will be required to leave the meeting while the matter is discussed unless the Management Committee or sub-committee agree that in the circumstances it is appropriate for you to remain but you will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held. If you are inadvertently allowed to stay in the meeting and vote on the matter, your vote will not be counted.

### **COMMITTEE PROCEDURE**

44. It is up to the Management Committee to decide when and where to hold its ordinary meetings, but it must meet at least six times a year. There must be at least four Management Committee Members present for the meeting to take place, or such other greater number as may be agreed by the Management Committee.
45. The Management Committee will continue to act while it has vacancies for Management Committee Members. However, if at any time the number of Management Committee Members falls below seven, the Management Committee can continue to act only for another two months. If at the end of that period the Management Committee has not found new members to bring the number of Management Committee Members up to seven, the only power it will have is to act to bring the number of Management Committee Members up to seven.
46. Management Committee Members must be sent notice of meetings of the Committee of Management posted, or delivered by hand, or sent by fax or email to the last such address for such communications given to the Secretary at least seven days before the date of the meeting. The accidental failure to give notice to a Management Committee Member or the failure of a Management Committee Member to receive such notice shall not invalidate the proceeding of the relevant meeting.

- 47.1 All business for the meeting's agenda must be with the Secretary in good time for it to be mailed with the papers accompanying notice of the meeting. Urgent matters not on the agenda may be discussed at meetings if a majority of Management Committee Members present at the meeting agree to this. Urgent matters known before the meeting should be brought to the attention of the Secretary as soon as possible.
- 47.2 In all cases, the Chairperson will decide whether a matter is urgent.
- 48.1 Meetings of the Management Committee can take place in any manner which permits those attending to hear and comment on the proceedings.
- 48.2 If any point arises which is not covered in these Rules, the Chairperson will give his/her ruling which will be final.
- 48.3 All acts done in good faith as a result of a Management Committee Meeting or sub-committee meeting will be valid (subject always to the power of the Management Committee to reverse decisions of sub-committees pursuant to Rule 57.3) even if it is discovered afterwards that a Management Committee Member was not entitled to be on the Management Committee or a sub-committee member was not entitled to be on the relevant sub-committee.
- 48.4 A written resolution signed by not fewer than three quarters of the Management Committee Members or three quarters of the members of a sub-committee will be as valid as if it had been passed at the Management Committee Meeting or sub-committee meeting duly called and constituted.

### **SPECIAL MANAGEMENT COMMITTEE MEETINGS**

- 49.1 The Chairperson or two Management Committee Members can request a special meeting of the Management Committee by writing to the Secretary with details of the business to be discussed. The Secretary will send a copy of the request to all Management Committee Members within three days of receiving it. The meeting will take place at a place mutually convenient for the majority of Management Committee Members - normally the usual place where Management Committee meetings are held - between 10 and 14 days after the Secretary receives the letter.
- 49.2 No other business may be discussed at the meeting other than the business for which the meeting has been called.
- 49.3 If the Secretary does not call the special meeting as set out above, the Chairperson or the Management Committee Members who request the meeting can call the meeting. In this case, they must write to all Management Committee Members at least seven days before the date of the meeting.

## **PROCEEDINGS AT MANAGEMENT COMMITTEE MEETINGS**

50. All speakers must direct their words to the Chairperson. All Members must remain quiet and maintain order while this is happening. The Chairperson will decide who can speak and for how long.
51. If any point arises which is not covered in these Rules, the Chairperson will give his/her decision which will be final.

## **CHAIRPERSON RESPONSIBILITIES**

- 52.1 The Chairperson will be appointed on an annual basis at the next scheduled Management Committee meeting held after each annual general meeting.
- 52.2 The Chairperson must be elected from the ordinary Management Committee Members and must be prepared to act as Chairperson until the end of the next annual general meeting (unless he/she resigns the post). The Chairperson can only be required to resign if two-thirds of the Management Committee Members present at a special meeting of the Management Committee agree to this.
- 52.3 If the Chairperson is not present at a Management Committee meeting or is not willing to act, the Management Committee Members present will elect another Management Committee Member to be Chairperson for the Management Committee meeting. If the Chairperson arrives at the meeting late, he/she will take over as Chairperson of the Management Committee meeting as soon as the current agenda item is concluded.
- 52.4 If the votes of Management Committee Members are divided equally for and against an issue, the Chairperson will have a second and deciding vote.
- 52.5 The Chairperson can resign his/her office in writing to the Secretary and must resign if he/she leaves the Management Committee or is prevented from standing for, or being elected to the Management Committee under Rule 41. The Management Committee will then elect another Management Committee Member as Chairperson.
- 52.6 The Chairperson can be re-elected but must not normally hold office continuously for more than five annual general meetings.

## **THE POWERS OF THE COMMITTEE OF MANAGEMENT**

53. The Management Committee is responsible for directing the affairs of the Co-operative and its business and may use all its powers to carry out its duties. The Management Committee is not permitted to exercise any powers which are reserved to the Co-operative in general meetings either by these Rules or by statute. Each Management Committee Member must operate in accordance with the Co-operative's objects and these Rules.

54. The Management Committee acts in our name in everything it does. A third party acting in good faith and without prior notice does not need to check if the powers of the Management Committee have been restricted, unless they are already aware that such a restriction may exist.
- 55.1 Amongst its most important powers, the Management Committee can:
- 55.1.1 buy, sell, build upon, lease or excamb any land and accept responsibility for any related contracts and expenses;
  - 55.1.2 agree the terms of engagement and remuneration of anyone employed in connection with our business;
  - 55.1.3 grant heritable securities over our land and floating charges over all or any part of our property and assets both present and in future. This includes accepting responsibility for any related expenses;
  - 55.1.4 decide, monitor and vary the terms and conditions under which our property is to be let, managed, used or disposed of;
  - 55.1.5 appoint and remove our solicitors, surveyors, consultants, managing agents and employees, as required in the Co-operative's business;
  - 55.1.6 refund any necessary expenses as are wholly necessary incurred by Management Committee Members in connection with their duties;
  - 55.1.7 compromise, settle, conduct, enforce or resist either in a Court of Law or by arbitration any suit, debt, liability or claim by or against the Co-operative.

### **REGIONAL MANAGEMENT BOARDS**

- 56.1 The Management Committee can establish and delegate powers to Regional Management Boards. The powers which are delegated by the Management Committee to Regional Management Boards will relate to a geographical area as designated by the Management Committee of Management from time to time and may include the management and maintenance of the housing within that area, performance monitoring, consultation and tenant and community participation so far as relevant to that area or such other aspects of the Co-operative's activities as the Management Committee may consider appropriate from time to time.
- 56.2 Each Regional Management Board will be accountable to the Management Committee, and all decisions must be reported to the next meeting of the Management Committee. Each Regional Management Board may adopt standing orders for the proceedings of Regional Management Board Meetings, subject to these being first approved by the Management Committee.

- 56.3 Regional Management Boards must follow any additional regulations agreed by the Management Committee including in particular the terms of any scheme of delegated authority approved by the Management Committee from time to time.
- 56.4 Upon a Regional Management Board being established by the Management Committee the first Regional Management Board Members will be appointed by the Management Committee. The Management Committee will also determine criteria relating to the future composition of the Regional Management Board in question, the timing of retirements of Regional Management Board Members, the election of Regional Management Board Members, the participation of members of the Co-operative in the activities of Regional Management Boards and any other matters as the Management Committee of Management sees fit, all of which matters may be varied by the Management Committee from time to time.

### **SUB-COMMITTEES**

- 57.1 The Management Committee can delegate its powers to sub-committees made up of Management Committee Members (including co-optees) and members of the Co-operative who are elected to the sub-committees in accordance with Rules 37 to 39. At any given time a majority of the places which are filled on a sub-committee must be filled by members of the Management Committee. The sub-committees and their members must follow the written instructions given to them by the Management Committee, including in particular the terms of any scheme of delegated authority approved by the Management Committee from time to time.
- 57.2 The meetings and procedures of sub-committees will be the same as those of the Management Committee as set out in these rules other than in respect of the quorum where the required number shall be three. Sub-committees must also follow any other additional regulations the Management Committee may impose. The chairperson of a sub-committee must always be a Management Committee Member.
- 57.3 Any decision made by a sub-committee must be reported to the nearest practicable Management Committee meeting for information and will be binding on the Co-operative unless specifically reversed by the Management Committee at that meeting.

### **MANAGEMENT COMMITTEE DECISIONS AND SUB-COMMITTEE DECISIONS**

58. All acts done in good faith as a result of a Management Committee Meeting or sub-committee meeting will be valid. This is so even if it is discovered afterwards that a Management Committee Member or sub-committee member was not entitled to be on the Management Committee or sub-committee.

59. A written resolution signed by all Management Committee Members or all the members of a sub-committee will be as valid as if it had been passed at Management Committee Meeting or sub-committee meeting duly called and constituted.

### **THE SECRETARY AND OTHER OFFICE BEARERS**

- 60.1 The Co-operative must have a Secretary and any other Office Bearers the Management Committee considers necessary. Office Bearers, except for the Secretary, must be elected Management Committee Members and cannot be co-optees. The Secretary may be an employee. The Management Committee will appoint these Office Bearers. If the Secretary cannot carry out his/her duties, the Management Committee, or in an emergency the Chairperson, can ask another Office Bearer or employee to carry out the Secretary's duties until the Secretary returns.
- 60.2 The Secretary and the other Office Bearers will be controlled, supervised and instructed by the Management Committee.
- 60.3 The Secretary's duties include the following:
- 60.3.1 Calling and going to all meetings of the Co-operative and all meetings of the Management Committee and sub-committees.
  - 60.3.2 Keeping the minutes for all meetings of the Co-operative and Management Committee and sub-committees.
  - 60.3.3 Sending out letters, notices calling meetings and relevant documents to members before a meeting.
  - 60.3.4 Preparing and sending all the necessary reports to the Financial Services Authority and the Scottish Housing Regulator.
  - 60.3.5 Ensuring compliance with these Rules and unless the Management Committee decides otherwise:
  - 60.3.6 Keeping the Register of Members and other registers required under these rules.
  - 60.3.7 Supervision of the Co-operative's seal.
  - 60.3.8 Keeping all the books of accounts and receiving all contributions and payments owed to the Co-operative; and
  - 60.3.9 Paying over the contributions and payments received by the Co-operative as instructed by the Management Committee.

The Secretary must produce or give up all the Co-operative's books, registers, documents and property whenever requested by a resolution of the Management Committee, or of a general meeting.

### **FINANCIAL GUARANTEES FOR OFFICERS**

- 61.1 The Management Committee shall take out fidelity guarantee insurance to cover all Office Bearers and employees who receive or are responsible for the Co-operative's money. Alternatively, these office bearers and employees must be covered by a bond as set out in schedule 4 of the Industrial and Provident Societies Act 1965, or a guarantee under which they promise to account for and repay our money accurately.
- 61.2 The Management Committee shall have the power to purchase and maintain insurance for, or for the benefit of, persons who were at any time Management Committee Members, sub-committee members, officers or employees of the Association. A Management Committee Member may form part of a quorum and vote at a meeting where such insurance is under consideration notwithstanding the terms of Rules 42 and 43.
62. Office Bearers and employees will not be responsible for the Co-operative's loss while they are carrying out their duties unless there has been gross negligence or dishonesty. If an Office Bearer or employee is dishonest, we may tell the police or another suitable authority, and will try to recover any loss we have suffered.

### **THE COMMITTEE'S MINUTES, SEAL, REGISTERS AND BOOKS**

#### **Minutes**

63. Minutes of every general meeting, Management Committee meeting and sub-committee meeting must be kept. Those minutes must be presented at the next appropriate meeting and signed by the chairperson of the meeting at which they are presented. All Minutes signed by the chairperson of the meeting shall be conclusive evidence that the facts recorded in the Minutes are accurate.

#### **Seal**

64. The Co-operative must have a seal which the Secretary must keep in a secure place unless the Management Committee decides that someone else should look after it. The seal must only be used if the Management Committee decides this. When the seal is used, the deed or document must be signed by the Secretary of the Co-operative or a Member of the Management Committee and recorded in the register.

#### **Registers**

- 65.1 The Co-operative must keep at its registered office, a Register containing:

- 65.1.1 the names and addresses of the members;
  - 65.1.2 a statement of the share held by each Member and the amount each Member paid for it;
  - 65.1.3 the date each person was entered in the Register as a Member and the date at which any person ceased to be a Member of the Co-operative;
  - 65.1.4 a statement of other property in the Co-operative, whether in loans or loan stock held by each Member; and
  - 65.1.5 the names and addresses of the Office Bearers of the Co-operative, their positions, and the dates they took and left office;
  - 65.1.6 the names and addresses of prospective tenants and the date on which each person was accepted in the register of prospective tenants and the date at which any person withdrew their interest in becoming a tenant or the date at which any person became a tenant;
- 65.2 a second copy of the Register showing the same details as above but not the statements of shares and property. This second register must be used to confirm the information recorded in the main Register.
- 65.3 a register of loans and who they are made to.
- 65.4 a register showing details of all loans and charges on the Co-operative's land.
- 65.5 the inclusion or omission of the name of any person from the original Register of Members shall, in the absence of evidence to the contrary, be conclusive that the person is or is not a Member of the Co-operative.

### **Registered name**

66. The registered name of the Co-operative must be clearly shown on the outside of every office or place where the Co-operative's business is carried out. The name must also be engraved clearly on the Co-operative's seal and printed on all its business letters, notices, adverts, official publications, and legal and financial documents.

### **Documentation**

67. The Co-operative's books of account, registers, securities and other documents must be kept at the registered office or any other place the Management Committee decides is secure.

68. At the last Management Committee Meeting before the annual general meeting, the Secretary must confirm in writing to the Management Committee that rules 63 to 67 have been followed or, if they have not been followed, the reasons for this. The Secretary's confirmation or report must be recorded in the minutes of the Management Committee meeting.

### **ACCOUNTS**

69. The Co-operative must keep proper books of accounts to cover its income, expenditure, spending, assets and liabilities in line with sections 1 and 2 of the Friendly and Industrial and Provident Societies Act 1968. It must also set up and maintain a suitable system for controlling its books of accounts, its cash and its receipts and invoices.
70. The Management Committee must send the Co-operative's accounts and balance sheet to the Co-operative's auditor. The auditor must then report to the Co-operative on the accounts they have examined. In doing this, the auditors must follow the conditions set out in section 9 of the Friendly and Industrial and Provident Societies Act 1968 and paragraphs 13(2) and 13 (3) of Schedule 7 Part 3 of the Housing (Scotland) Act 2001.
71. The Co-operative must provide the Scottish Housing Regulator and the Financial Services Authority with a copy of its accounts and the auditor's report within six months of the end of the period to which they relate.

### **THE AUDITOR**

- 72.1 Each year the Co-operative must appoint, at a general meeting of the Co-operative, a qualified auditor to audit the Co-operative's accounts and balance sheet. In this rule "qualified auditor" means someone who is a qualified auditor under section 7 of the Friendly and Industrial and Provident Societies Act 1968.
- 72.2 None of the following can act as auditor to the Co-operative:
- 72.2.1 A Management Committee Member or employee of the Co-operative;
- 72.2.2 A person who is a partner of, or an employee or employer of a Management Committee Member or employee of the Co-operative;
73. The Management Committee may appoint an auditor to fill in a casual vacancy occurring between general meetings of the Co-operative.
- 74.1 An auditor appointed to act for the Co-operative one year will be re-appointed for the following year unless:
- 74.1.1 A decision has been made at a general meeting to appoint someone else or specifically not to appoint them again; or

- 74.1.2 They have given the Co-operative notice in writing that they do not want to be reappointed; or
- 74.1.3 They are not a qualified Auditor or are excluded under Rule 72; or
- 74.1.4 They are no longer capable of acting as Auditor to the Co-operative; or
- 74.1.5 Notice to appoint another Auditor has been given.
- 74.2 To prevent an auditor being re-appointed or to appoint another person as auditor, not less than 28 days notice must be given to the Co-operative that the matter requires to be discussed at the next meeting of the Co-operative.
- 74.3 The Co-operative shall give notice to the auditor who is to be asked to step down that the matter will be discussed at the next meeting of the Co-operative. If possible the Co-operative will also give proper notice of this matter to you but if this is not possible, the Co-operative can give you notice by advertising in the local newspaper at least 14 days before the meeting.
- 74.4 The retiring Auditor may make representations to the Co-operative or give notice that he intends to make representations at the meeting and the Co-operative must tell you of any representations made by the Auditor under Section 6(7) of the Friendly & Industrial & Provident Societies Act 1968.

### **ANNUAL RETURNS AND BALANCE SHEET**

- 75.1 Every year, within the time allowed by the law, the Secretary shall send to the Financial Services Authority the annual return in the form required by the Financial Services Authority.
- 75.2 The Secretary must also send:
- 75.2.1 a copy of the auditor's report on the Co-operative's accounts for the period covered by the return; and
- 75.2.2 a copy of each balance sheet made during that period and of the auditor's report on that balance sheet.
76. The Co-operative must provide a free copy of the latest annual return and auditor's reports to members or people with a financial interest in the Co-operative.
77. The Co-operative must always keep a copy of the latest balance sheet and auditor's report publicly displayed at its registered office.

78. The Co-operative must comply with the requests of the Scottish Housing Regulator for annual returns.

### **PROFITS**

- 79.1 The Co-operative must not distribute its profits to members.
- 79.2 At an annual general meeting, members may decide to use profits in the following ways:
- 79.2.1 To set aside an amount recommended by the Management Committee to allow the Co-operative to carry out the aims of the Co-operative.
- 79.2.2 To give an amount recommended by the Management Committee to charitable and voluntary groups which further the objects of the Co-operative.

Any remaining profits must be carried forward to the next financial year.

### **INVESTMENTS**

80. The Co-operative's funds may be invested by the Management Committee in such manner as it determines, subject to compliance with any legal requirement and formal regulatory guidance issued by the Scottish Housing Regulator.

### **INSPECTING THE BOOKS**

81. Any Member or person having a financial interest in the Co-operative can inspect their own account. They may also inspect the second copy of the Register of Members which shall be made available to them for inspection within 7 days of the request of a Member or eligible person. The books must be available for inspection at the place they are kept at all reasonable hours. The Management Committee may set conditions for inspecting the books.

### **DISPUTES**

- 82.1 Every dispute between the Co-operative or the Management Committee Members or sub-committee members and:
- 82.1.1 a Member; or
- 82.1.2 a person aggrieved who has ceased to be a Member within the previous six months; or
- 82.1.3 a person claiming under the Rules of the Co-operative

shall be dealt with by the Sheriff in the Sheriffdom in which the Co-operative's registered office is located.

### **STATUTORY APPLICATIONS TO THE FINANCIAL SERVICES AUTHORITY**

83. Any 10 members of the Co-operative who have been members for at least the 12 previous months can apply to the Financial Services Authority to appoint an accountant or actuary to inspect and report on the Co-operative's books on payment to the Financial Services Authority of the costs required.
84. One-tenth of members can apply to the Financial Services Authority to:
- 84.1.1 appoint an inspector to examine and report on the affairs of the Co-operative; or
- 84.1.2 call a special general meeting of the Co-operative.
- 84.1.3 if there are more than 1000 members in the Co-operative, only 100 members need to apply to the Financial Services Authority.

### **COPIES OF RULES**

85. The Secretary must provide a copy of the Rules of the Co-operative to every new Member; and to anyone who asks and who pays the amount set by the Management Committee (not more than 10p).

### **CLOSING DOWN THE CO-OPERATIVE**

- 86.1 The Co-operative can be dissolved in either of the following ways:
- 86.1.1 By an order or resolution to wind up the Co-operative as set out in the Insolvency Act 1986; or
- 86.1.2 If three-quarters of our members sign an Instrument of Dissolution in the form set out in treasury regulations.
87. If any property remains after we have paid our debts, this property will belong to the Scottish Housing Regulator or to any other registered social landlord the Scottish Housing Regulator decides.

### **CHANGING THE RULES**

- 88.1 Any of these rules can be changed or deleted and new rules can be introduced, if:
- 88.1.1 three-quarters of the votes at a special general meeting are in favour of the change(s);

- 88.1.2 the Scottish Housing Regulator has approved the change(s).
- 88.2 We must apply to the Financial Services Authority to register every rule change as set out in treasury regulations. Each Member must receive a copy of the change. No change is valid until it has been registered by the Financial Services Authority.
- 88.3 We can change the name of the Co-operative if:
- 88.3.1 three-quarters of the votes at a special general meeting are in favour of the change(s); and
- 88.3.2 the Financial Services Authority approves the change in writing.
- 88.4 If we want to change our name or our Registered Office we must:
- 88.4.1 obtain the approval of the Scottish Housing Regulator to our new name before we change it; and
- 88.4.2 let the Scottish Housing Regulator know that we have changed the Registered office within seven working days of our decision.

### **INTERPRETING THESE RULES**

- 89.1 In these rules, the following words and phrases have the meanings given below:
- 89.1.1 "Chairperson" means the Chairperson of the Co-operative referred to in Rule 52.
- 89.1.2 "Management Committee" means the Committee of Management appointed in line with Rule 35. "Management Committee Meeting" means a meeting of the Management Committee. "Management Committee Member" means a Member of the Management Committee.
- 89.1.3 "Financial Services Authority" means the body set up under the Financial Services & Markets Act 2000 to register Industrial and Provident Societies under the 1965 Industrial and Provident Societies Act and their statutory successors.
- 89.1.4 "Meeting" means a general meeting of the Co-operative, whether special, general or annual referred to in Rules 18-21.
- 89.1.5 "Member" means one of the people referred to in rules 7 and 8.

- 89.1.6 "Office Bearer" means the Chairperson, Secretary, Treasurer and Vice Chairperson of the Co-operative.
- 89.1.7 "Organisation" means a legal body which exists separately and distinctly from its members and includes companies, building societies, industrial and provident societies, local authorities and so on and also for the purposes of these Rules includes unincorporated organisations such as social clubs, branches of political parties or trade unions and other voluntary bodies.
- 89.1.8 "Property" includes everything which can be passed on by inheritance (including loans, certificates, books and papers).
- 89.1.9 References to a statute or section of statute also cover amendments to that statute.
- 89.1.10 "Regional Management Board" is as defined in Rule 56.
- 89.1.11 "Scottish Housing Regulator" means the body known by that name having their head office at Highlander House, 58 Waterloo Street, Glasgow, being an Executive Agency acting on behalf of Scottish Ministers and their statutory successors (or where the context requires or permits their statutory predecessors).
- 89.1.12 "Secretary" means the Officer Bearer appointed by the Management Committee to be the Secretary of the Co-operative or anyone authorised by the Management Committee to stand in for the Secretary.
- 89.1.13 "These Rules" means our registered Rules.
- 89.1.14 "We" or "the Co-operative," or "our" means the registered social landlord referred to in Rule 1 whose rules these are, as the context permits.
- 89.1.15 Words in the singular also include the plural. Words in the plural also include the singular.
- 89.1.16 "You" means a Member, prospective member or applicant for membership of the Co-operative.
- 89.2 In the event of Sterling joining the Euro any sums of money referred to in Sterling in these Rules shall be redenominated into Euros at the rate of exchange applying for such redenomination as at the date of joining the Euro.

**APPENDIX 1**

**PROXY FORM**

You must use the wording shown below to appoint a representative to vote at a meeting for you. Please see rule 25 for more details.

I (insert name) am a Member of (insert name) Housing Co-operative Limited.

My address is (please insert)

I hereby appoint (insert name) who lives at (insert address) to be my representative and vote for me at the Co-operative's meeting on (insert date) and any other dates that meeting continue on.

Your Name

.....

Your Signature

.....

Date.....

**APPENDIX 2**

**CANCELLATION OF PROXY**

You must use the wording shown below to reverse your application to send a representative to vote at a meeting for you. Please see rule 25 for more details.

I (insert name) am a Member of (insert name) Housing Co-operative Limited.

My address is: (insert address)

I hereby revoke the appointment of (insert name) as my representative to vote for me at the Co-operative meeting on (insert date) made by me on the (insert date).

I no longer authorise the person referred to above to represent me at the meeting referred to above.

Your name

.....

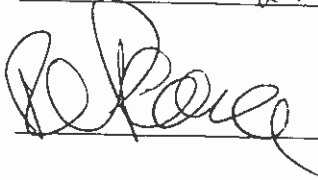
Your signature


.....

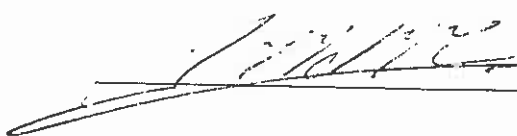
Date .....

### SIGNATURE OF COMMITTEE MEMBERS

Date 29 September 2009

1. 

2. 

3. 

4. \_\_\_\_\_ Members

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

 Secretary

INDUSTRIAL AND PROVIDENT SOCIETIES ACT 1965

Registration Number \_\_\_\_\_ R

\_\_\_\_\_ Limited has today been registered under the Industrial and Provident Societies Act 1965

Date \_\_\_\_\_