

All previous rules rescinded

Rules

of the

HEBRIDEAN HOUSING PARTNERSHIP LIMITED

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

Based upon Model Rules (Scotland) 2003

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Options and further guidance

Appendix 3 of these rules includes a range of options to meet a range of different needs. Unless deleted, each option forms part of the rules to be registered. Similarly, any words form part of the rules unless deleted.

If none of the options are used, the resulting base model is for a Model HAS (Scotland).

A separate document is also available from the SFHA, which gives guidance on the use of these rules and the options. Advice is also available from staff of Regulation & Inspection at Communities Scotland

The SFHA also publishes Federal Model Rules for organisations considering adopting a federal structure, as well as a model for Local Housing Organisations

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INTRODUCTION

Name

1. We are Hebridean Housing Partnership Limited (hereinafter referred to as “the Partnership”).

Objects

- 2 The Partnership is formed for the benefit of the community. Its objects are to carry on for the benefit of the community:-
 - 2.1 The business of providing housing, accommodation, and assistance to help house people and associated families, and providing associated facilities and amenities for poor people, and providing for the relief of aged, disabled, handicapped (whether physically or with a learning disability), or chronically sick people and as a means of achieving these objects:-
 - 2.1.1 to provide, build and improve and manage housing and associated facilities specially designed or adapted for such people who are poor, old, sick, or who have a physical or learning disability.
 - 2.1.2 to provide or arrange home maintenance, repair and improvement services for such people who are poor, old, sick or who have a physical or learning disability.
 - 2.1.3 to carry out any activity allowed under Section 58 of the Housing (Scotland) Act 2001 which is charitable.
 - 2.1.4 to provide land and buildings to meet the needs of such people who are poor, old, sick or who have a physical or learning disability.
 - 2.1.5 to provide facilities and services for the benefit of such people either exclusively for them or together with other persons.
 - 2.2 To operate principally in the administrative area of Comhairle Nan Eilean Siar as that is defined at the date of transfer of the Comhairle Nan Eilean Siar Housing Stock to the Partnership.
- 3.1 Our permitted activities and powers will include anything which is necessary and expedient to help us achieve these objects.
- 3.2 Without prejudice to the generality of the provisions of Rules 2 and 3.1, and without restricting any powers, the Partnership has power to provide land, amenities and services, or provide, construct, repair or improve buildings, for the benefit of the Partnership’s tenants and members of the community with the purpose of promoting economic, social and environmental regeneration in the areas of deprivation in which the Partnership operates.
- 3.3 Subject to any statutory requirements applicable to the Partnership and without limiting its general powers, the Partnership shall have power to:

- 3.3.1 acquire land or any interest in land;
- 3.3.2 dispose of land and of other assets or interests of the Partnership, present or future, including by way of heritable security, floating charge, security assignment, mortgage or charge;
- 3.3.3 subject to Rule 19 borrow money for the purposes of the Partnership on such terms as the Partnership thinks fit;
- 3.3.4 insure the property of the Partnership against any foreseeable risk and take out other insurance policies to protect the Partnership as the Board considers prudent;
- 3.3.5 insure the Board against the costs of a successful defence to a criminal prosecution brought against them as Board Member or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty; and
- 3.3.6 form or otherwise acquire, or to encourage or promote and control or in any way, support or aid the establishment and development of any subsidiary or any Related Organisation (whether or not a subsidiary) established for the purposes of carrying on any trade or business and whether incorporated under the Industrial and Provident Societies Act 1965 or the Companies Acts;
- 3.4 The Board shall exercise the powers of the Partnership set out in Rule 3.3.6 having regard to any applicable regulatory guidance.
- 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 Creed Court, Gleann Seileach Business Park, Willowglen, Stornoway, Isle of Lewis, HS1 2QP.

If this address changes, we will inform the Financial Services Authority and Communities Scotland in writing within 14 days.

MEMBERSHIP

7. The members of the Partnership shall be those people who hold a share in the Partnership and whose names are entered in the Register of Members referred to in Rule 67.
- 7.2 There shall be three categories of membership comprising the following;
 - 7.2.1 Tenant Members, which shall be sub-divided into the following four categories;
 - 7.2.1.1 Lewis Tenant Members
 - 7.2.1.2 Harris Tenant Members
 - 7.2.1.3 Uist Tenant Members and
 - 7.2.1.4 Barra Tenant Members
 - 7.2.2 Community Members and
 - 7.2.3 The Council Member.
- 7.3 No-one can be a member in more than one category at any one time.

Applying for Membership

- 8.1 To apply for membership, you must send an application form and one pound to the Secretary at our registered office. Our Board will consider your application at its next meeting or as soon as possible after that. We will return your money if we do not approve your application.

An application for membership will not be considered by the Board within the 14 day period occurring before the date of a general meeting.

- 8.2 If we approve your application, you will immediately become a member of the Partnership and your name will be included in our Register of Members referred to in Rule 67 within seven working days. You will then be issued one share in the Partnership.
- 8.4 If you are a representative of an organisation which is a member of the Partnership, you cannot be a member of the Partnership as an individual yourself. If you are already a member as an individual when you start to represent an organisation which is a member, we will suspend your membership as an individual, until such times as you are no longer a representative of an organisation which is a member.
9. You must be at least 18 years old to apply for membership unless you are already our tenant. If you are our tenant, you can apply for membership from the age of 16.
10. No member can hold more than one share in the Partnership.
11. If you change your address, you must let us know by writing to our Secretary at our registered office within three months. This rule does not apply if you

are our tenant and have moved home by transferring your tenancy to another property owned and managed by the Partnership. Where any such transfer of tenancy results in a Tenant Member residing in a property which qualifies for a different category of tenant membership then the member shall be deemed to have his category of membership altered accordingly.

ENDING YOUR MEMBERSHIP

- 12.1 You can end your membership of the Partnership by giving the Secretary at our registered office one month's notice in writing.
- 12.2 If you are a Tenant Member and cease to be a tenant, you will automatically become a Community Member from the date on which your tenancy ends, and the Secretary will amend the Register of Members to reflect the change in your category of membership.
- 12.3 If you are a Community Member (including someone who has changed from being a Tenant Member in terms of Rule 12.2) and cease to have or maintain sufficient local connection with the Western Isles, we will end your membership and cancel your share.
- 12.4 If the Board is satisfied that:-
- you have failed to tell us of a change of address as set out in Rule 11 or;
 - you have failed to attend five annual general meetings in a row and you did not submit apologies;

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 Board resolution to that effect. The ending of your membership will be recorded in the Register of Members referred to in Rule 67.

- 13.1 We may end your membership if we receive a complaint about your behaviour and two-thirds of the members voting at a special general meeting agree to this. The following conditions apply to this procedure:
- 13.1.1 the members can vote in person or through a representative by proxy.
 - 13.1.2 the complaint must be in writing and must relate to behaviour which could harm our interests.
 - 13.1.3 the Secretary must notify the member of the complaint in writing not less than one calendar month before the meeting referred to at 13.1 takes place;

- 13.1.4 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
- 13.1.5 if you receive proper notice but do not go to the meeting referred to at Rule 13.1 above without providing a good reason, the meeting may go ahead without you.
- 13.2 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.
- 13.3 If we end your membership in this way, any further application for membership by you within 5 years will need to be approved by two-thirds of the members voting at a general meeting.

REPRESENTING AN ORGANISATION

- 14.1 An organisation which is a member is free to appoint any person it considers suitable as its representative to the Partnership. That person will represent all of the organisation's rights and powers at our general meetings, but must act with regard to the best interests of the Partnership.
- 14.2 To confirm the identity of a representative, the organisation must send us a copy of the authorisation or appointment of an individual as a representative. This should be signed by the Director, Secretary or an Authorised Signatory of the organisation which signature must be witnessed.
- 14.3 An organisation can change the identity of the person entitled to represent that organisation at any time by confirming the identity of the new representative in terms of Rule 14.2 and withdrawing the authority of the original representative.

SHARE CAPITAL

Shares

- 15. Our share capital will be raised by issuing one-pound shares to members. Shares cannot be held jointly. Joint tenants of the Partnership may each become individual members of the Partnership.
- 16. There is no interest, dividend or bonus payable on shares.

Transferring Shares

- 17.1 You cannot sell your share but you can transfer it if the Board agrees.
- 17.2 If you die or end your membership or have your membership withdrawn, or you are a representative of an organisation which no longer exists, we will

cancel your share, except in those circumstances outlined in Rule 18.1. The value of the share will then belong to us.

- 18.1 You, as a member, can nominate who the Partnership must transfer your share of the Partnership to when you die, as long as the person that you nominate is eligible for membership under these Rules. On being notified of your death, the Board shall transfer or pay the full value of your share to the person you have identified. Your nomination must be in the terms required by the Industrial and Provident Societies Act 1965.
- 18.2 If you die or become bankrupt and your personal representative or trustee in bankruptcy claims your share in the Partnership, the Board will transfer or pay the value of your share (to the extent that your personal representative or trustee in bankruptcy has right) in terms of your representative's or trustee's instructions.

OUR BORROWING POWERS

- 19.1 We can borrow money for the Partnership as long as our total borrowing at any time is not more than £200 million.
- 19.2 In respect of any proposed borrowing for the purposes of Rule 19.1, the amount remaining undischarged of any index-linked loan previously borrowed by the Partnership 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.
- 19.3 For the purposes of Rule 19.1 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 Partnership at the time of the proposed borrowing.
- 19.4 We will not pay more than the market rate of interest as determined by the Board having regard to the terms of the loan on any money we borrow.
- 19.5 We will not accept money on deposit.
- 19.6 The Partnership 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:-
- i) the relevant instruments relate solely to amounts denominated in Sterling;
 - ii) the relevant transaction provides (in the case of an interest rate swap) for the Partnership to undertake to pay a specified fixed rate on an applicable notional sum denominated in Sterling, but not otherwise;
 - iii) the relevant transaction in the case of a Collar Transaction provides for the simultaneous buy 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;
- iv) any counter-party to the transaction is one of the principal clearing banks in the United Kingdom;
- v) the Board or a duly authorised sub-committee of the Board established under the Rules considers the entry by the Partnership into such transaction(s) to be in the best interests of the Partnership.

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 (i) the aggregate amount of the Partnership's Variable Rate Borrowings either at the Effective Date or (ii) having regard at the Effective date to the Partnership's obligations to repay Variable Rate Borrowings, the amount of the Variable Rate Borrowings which will be outstanding at any time on or prior to the proposed Termination Date.

- 19.7 Before exercising its power under Rule 19.6 the Partnership shall obtain and consider proper advice on the question whether the transaction is satisfactory having regard to:-
- i) the possible fluctuations in the rate of interest payable by the Partnership on its Variable Rate Borrowings during the term of the relevant transaction;
 - ii) the Partnership's ability to meet its payment obligations under such Borrowings during the term of the relevant transaction(s) if such transaction(s) was or were not entered into;
 - iii) the payment obligations under the relevant transaction(s); and
 - iv) the Partnership's actual and projected annual income and expenditure position.
- 19.8 For the purposes of Rule 19.7 proper advice shall mean the advice of a person who is reasonably believed by the Board to be qualified in 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.
- 19.9 A person entering into a relevant transaction as a Floating Rate Payer with the Partnership who has received a written certificate signed by the Secretary confirming the Partnership's compliance with Rules 19.6 and 19.7 shall not be concerned to enquire whether or not the Partnership has complied with the provisions of Rules 19.6 and 19.7 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 19.6 and 19.7 have been complied with.

For the purpose of this Rule:

"Calculation Amount", "Effective Date", "Floating Rate Payer", "Term", and "Termination Date" have the respective meanings given in the 1991 ISDA Definitions as amended from time to time:

"Variable Rate Borrowings" means any borrowing by the Partnership pursuant to Rule 19.1 in respect of which the rate of interest has not been fixed for a term in excess of twelve months and the term "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 designated within the meaning of the category "Swap Transaction" as defined in the 1991 ISDA Definitions as amended from time to time.

- 19.10 We can lend money to an organisation which is a subsidiary of the Partnership 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 Board having regard to the terms of the loan.
- 19.11 Our Board can determine and change conditions under which we borrow or lend money, within the conditions laid out above.
- 20.1 The Partnership shall not lend money to members.
- 20.2 We can accept donations from anyone towards our work.

GENERAL MEETINGS

Annual General Meeting

- 21.1 We will hold a general meeting known as the annual general meeting within six months of the end of each financial year of the Partnership. The functions of the annual general meeting are to:
 - 21.1.1 present the Chairperson's report on our activities for the previous year;
 - 21.1.2 present the accounts, balance sheet and auditor's report;
 - 21.1.3 elect Board Members as set out in Rule 41;
 - 21.1.4 appoint the auditor for the following year as set out in Rules 75 and 76; and
 - 21.1.5 consider any other general business included in the notice calling the meeting.

Special General Meetings

- 22.1 All general meetings other than annual general meetings are known as special general meetings. The Secretary will call a special general meeting if:
 - 22.1.1 the Board requests one; or

- 22.1.2 where there is a request for one in writing signed in manner following;
- 22.1.3 where the membership is less than 40 persons, by not less than 4 members or
- 22.1.4 where the membership is between 40 and 500 members, by not less than one tenth of all the members or
- 22.1.5 where the members exceeds 500, by not less than 50 members.
- 22.2 Whoever asks for the meeting must give the Secretary details of the business to be discussed at the meeting.
- 22.3 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 28 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 Board 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.
- 22.4 If the Secretary fails to call the meeting within ten days, the Board or the members who requested the meeting can arrange the meeting themselves.
- 22.5 A special general meeting must not discuss any business other than the business specified in the notice calling the meeting.

Notice for Meetings

- 23.1 The Secretary will call all general meetings by written notice posted or sent by fax or email to every Member at the address, fax number or email address given in the Register of Members at least 14 days before the date of the meeting. This letter will give details of:-
 - 23.1.1 the time, date and place of the meeting;
 - 23.1.2 whether the meeting is an annual or special general meeting;
 - 23.1.3 the business for which the meeting is being called.
- 23.2 The Board 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.
- 24 The proceedings of a meeting shall not be invalidated by the inadvertent failure of the Partnership to send a notice calling the meeting to any member.

PROCEDURE AT GENERAL MEETINGS

- 25.1 For a meeting to take place, there must be at least seven members present. If there are more than 140 members, at least one-twentieth must be present.
- 25.2 If not enough members are present 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 place. If at that meeting there are not enough members present within half an hour of the scheduled starting time the meeting can still go ahead.
- 26 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.
- 27.1 Subject to the terms of paragraph 27.2, the Chairperson of the Board or in his absence, the Vice- Chairperson of the Partnership will be Chairperson at all our meetings. If there is no Chairperson or Vice Chairperson present or either are not willing to act, the members present must elect a Member of the Board to be Chairperson of the meeting. If no Board Members are present, the members present must elect a member to be Chairperson of the meeting.
- 27.2 If the Chairperson arrives later, after the meeting has commenced, s/he will take over as Chairperson of the meeting as soon as the current agenda item is concluded.

Proxies/Representatives/Postal Votes

- 28.1 To appoint a representative to vote on your behalf by proxy, you must let us 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 seven days before the meeting at which you want to be represented.
- 28.2 If there is any doubt about whether your representative has authority to vote, the Chairperson will decide and his/her decision will be final.
- 28.3 The Partnership may set a limit on the number of proxy votes that can be cast by a representative, but this should not be more than 10 proxy votes by any one person. The maximum number of proxy votes that may be cast by any one person is 10.
- 28.4 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.
- 28.5 The Chairperson will report to the meeting the details of any documents received which are not valid or void. If you represent an organisation, the document must be authorised by the organisation.

- 28.6 In relation to the election of Tenant or Community Board Members, you can choose to vote by post. Not less than 14 days before a meeting is held at which one or more Tenant or Community Board Members will be elected, members eligible to vote for the respective candidate or candidates will receive a ballot paper for the election. You can vote in the election by returning the ballot paper to the Secretary at least 5 days before the day of the meeting, or by bringing your ballot paper along to the meeting.

Voting

- 29 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.
- 30.1 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.
- 30.2 In relation to the election of Board Members, 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.
- 31 If there is an equal number of votes for and against a resolution or in relation to the election of Board 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.
- 32.1 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 28.1) request this.
- 32.2 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

- 33 All speakers must direct their words to the Chairperson. All members must remain quiet and orderly while this is happening. 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.

- 34 To amend the proposal being discussed, you must speak to the Chairperson in front of the members. Amendments must be dealt with one by one; one must be discussed and either accepted or rejected before another is suggested.
- 35 The Chairperson will decide how long each speaker is allowed to speak, allowing equal time to each speaker.
- 36 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.
- 37 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 BOARD OF MANAGEMENT

Composition of the Board of Management

- 38.1 The Partnership shall have a Board of Management which shall have a minimum of 7 and a maximum of 15 members (including three co-optees). The Board shall comprise up to a maximum of four Council Appointed Board Members, up to four Community Members and up to four Tenant Members, of whom up to two members shall be Lewis Tenant Members, up to one shall be a Harris Tenant Member, and up to one shall be either a Uist Tenant Member or a Barra Tenant Member, unless there is a deficiency of nominations from one or more of these areas for a period of three months when the selection by the relevant Tenant Membership Category of a Tenant Member from another area shall be competent.
- 38.2 Rule 38.1 shall be subject to the overriding proviso that the members of any one Board Member Group shall at any time always be less than one half of those places on the Board which are filled at that time. Should any one Board Member Group (excluding co-optees) comprise one half or more of the filled Board places at any time, the Board will be under an obligation to take such steps as the Board considers appropriate to restore the balance of the Board's composition so that the members of any one Board Member Group do not comprise one half or more than one half of the places on the Board which are filled. In fulfilling this obligation, the Board will initially seek to recruit new Board Members, and only if balance cannot be restored in this way will any Board Member be required to resign from the Board. Should any such resignation be required, the procedure for dealing with the same will be determined by the Board, but in so doing the Board will seek to promote parity among the Board Member Groups, so far as is practicable.

- 38.3 Tenant Board Members and Community Board Members must not be elected members of the Council.
- 38.4 The first Members of the Board are the members who have signed the application to register the Partnership. The first members and all subsequent members who are eligible shall be Board Members until there are more than seven members.
- 38.5 You must be a member of the Partnership and aged 18 or over to become a Board Member, unless you are a co-optee or a Communities Scotland appointee. An individual appointed to fill a casual vacancy must also be aged 18 or over and a member of the Partnership.
- 38.6 An employee of the Partnership, or a close relative of an employee, may not be a Board Member.

Co-optees

- 39.1 The Board can co-opt to the Board anyone who is suitable to become a Board Member. Co-optees do not need to be members of the Partnership, but they can only serve as co-optees on the Board until the next annual general meeting or until removed by the Board. A person co-opted to the Board can also serve on any sub-committee or Area Committee.
- 39.2 Co-optees can take part in discussions at the Board or any sub-committees or Area Committee and vote at any Board or sub-committee or Area Committee meetings on all matters except those which directly affect the membership of the Partnership or the election of the Partnership's Office Bearers. Co-optees may not stand for election, nor be elected as one of the Office Bearers of the Board.
- 39.3 Board members co-opted in this way must not make up more than one-third of the total number of the Board or sub-committee or Area Committee members at any one time. The presence of co-optees at Board Meetings will not be counted when establishing whether the minimum number of Board Members are present to allow the meeting to take place as required by Rule 47.

ELECTING BOARD MEMBERS

- 40.1 At the end of our first Annual General Meeting which takes place at least three years after the date of registration of the Partnership by Communities Scotland (or, if earlier, at the end of the first Annual General Meeting which takes place after the Partnership receives its first full monitoring inspection by Communities Scotland) and after the total membership of the Partnership has risen to seven or more, two Tenant and two Community Board Members must retire. From then on, at the end of every annual general meeting two Tenant and two Community Board Members must retire. The retiring Board Members should be selected in accordance with Rule 40.2.
- 40.2 The retiring Board Members should be those who have served the longest on the Board since the date of their last election. If two or more Board Members

have served equally long and cannot agree who should retire, they must draw lots.

- 40.3 Board Members must also retire if they have been co-opted onto the Board under rule 39.1 or have filled casual vacancies under rule 42.
- 40.4 If you retire from the Board 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.
- 41.1 If, at the annual general meeting, the number of Community Members standing for election is equal to the number of Community Board Members to be elected in terms of rule 38.1 the Chairperson will at the general meeting declare them to be elected without a vote. If there are more Community members standing for election than there are vacant Community Board Member places then those present at the general meeting or those exercising a postal vote in accordance with rule 28.6, will elect the Community Board Members onto the Board in accordance with Rule 30.2. You must not give more than one vote to any one candidate.
- 41.2 If, at the annual general meeting, the number of Tenant Members from each of the then vacant Tenant Membership Categories standing for election is equal to the number of Tenant Board Members to be elected to each vacant category of Tenant Board Membership in terms of rule 38.1 the Chairperson will at the general meeting declare them to be elected without a vote. If there are more Tenant Members from any one or more of the Tenant Membership Categories than there are vacant Tenant Board Member places, for the respective Tenant Board Membership Categories, standing for election, then those present at the general meeting or those exercising a postal vote in accordance with rule 28.6, who are entitled to vote for the respective candidates, in terms of this rule 41.2, will elect the respective Tenant Board Members onto the Board in accordance with Rule 30.2. You must not give more than one vote to any one candidate. Tenant Members are only entitled to vote for a candidate representing the same membership category to which they belong unless the vote is required as a result of deficiency of nominations in terms of rule 38.1, provided always that for the purpose of electing a Tenant Board Member for the Board Membership Category of North and South Uist and Barra, both the Barra Tenant Members and the Uist Tenant Members shall participate in that vote.
- 41.3 Community Members and the Council Appointed Board Members are not entitled to vote in the election of Tenant Board Members.
- 41.4 Tenant Members and the Council Appointed Board Members will be entitled to vote in the election of Community Board Members along with Community Members.
- 41.5 Not less than forty-nine days before an annual general meeting, the Secretary will write to all members inviting nominations for the Board. Tenant members may only nominate tenant members from the same Tenant Membership category to which they belong.
- 41.6 Nominations for the Board must be in writing and must give the full name, address and occupation of the member being nominated. Nominations must be signed by and include a signed statement from the member being

nominated to show that they are eligible to join the Board in accordance with Rules 38.6 and 44 and that they are willing to be elected. Nominations must be delivered to the Secretary or left at our registered office at least thirty-five days before the general meeting.

- 41.7 The Council will be entitled to appoint or to revoke the appointment of any Council Appointed Board Member to the Board by delivering to the Secretary written notice of its wish to appoint or revoke the appointment of someone as a Council Appointed Board Member, giving the full name and address and occupation of the person being nominated or revoked. In the case of an appointment, the notice must also be signed by and include a signed statement from the person being appointed to show that they are willing to become a Board Member. The Board will not be entitled to reject such appointment. The person will become a Council Appointed Board Member as from the date of the Council appointment.
- 42 If a Board Member leaves the Board between the annual general meetings, this creates a casual vacancy and the Board can appoint a member to take their place on the Board until the next annual general meeting. Any member replacing a Board Member who leaves the Board in this way must come from the same category of membership and in the case of a Tenant Members, from the same Tenant Membership Category.

Leaving the Board

- 43.1 A Community Board Member or a Tenant Board Member must leave the Board if the majority of the relevant category of members and in the case of a Tenant Member, if the majority of the relevant Tenant Membership category, voting at a general meeting decide this. The members will then elect someone to take his/her place.
- 43.2 A Community Board Member or a Tenant Board Member must leave the Board if they become elected members of the Council.
- 43.3 A Board Member must leave the Board if two-thirds of the remaining Board Members vote in favour of this at a special meeting of the Board convened for the purpose. The vote must relate to one of the following issues:
- 43.3.1 Failure to perform to the published standards laid down by the Scottish Federation of Housing Associations and/or Communities Scotland adopted and operated by the Partnership;
 - 43.3.2 Failure to sign or comply with the Partnership's Code of Conduct for Board Members.
 - 43.3.3 A serious breach of the Partnership's rules or standing orders.
 - 43.3.4 A breach of Schedule 7 Part 1 of the Housing (Scotland) Act 2001.
- 43.4 If a Council Appointed Board Member is required to leave the Board in terms of Rule 43.3, the Secretary will invite the Council to appoint someone else to take his place.

Eligibility for the Board

44.1 You cannot become or remain or be re-elected as a Board Member if one of the following happens to you:-

- 44.1.1 you are declared bankrupt under the Bankruptcy (Scotland) Act 1985.
- 44.1.2 you have made a formal, legal arrangement with your creditors.
- 44.1.3 in the opinion of a qualified medical doctor, you are unable to go to Board Meetings for 12 months because of incapacity due to a physical or mental illness.
- 44.1.4 you are sent to prison for a month or more or have been convicted of a crime of dishonesty for which the rehabilitation period in terms of the Rehabilitation of Offenders Act 1974 has not expired or for which rehabilitation is excluded in terms of the said Act.
- 44.1.5 you are a party to any legal proceedings in any Court of Law by or against us.
- 44.1.6 you are or will be away for a period of 12 months and are thus unable to attend the Board Meetings.
- 44.1.7 you have been removed by Communities Scotland from the Board of another registered social landlord.
- 44.1.8 you have been removed from a charity under Section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (in connection with the power of a Court to remove or suspend any person who is concerned in the management or control of a charity); or
- 44.1.9 a Disqualification Order has been made against you under the Company Directors' Disqualification Act 1986 (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).

44.2 You will no longer be a Board Member if you:-

- 44.2.1 resign your position in writing; or
- 44.2.2. leave the membership of the Partnership or have your membership withdrawn; or
- 44.2.3 miss four Board meetings in a row without special leave of absence previously granted by the Board or
- 44.2.4. are excluded under Rule 44.1 or 43.2 or
- 44.2.5 are no longer permitted to be a Board Member in terms of these Rules.

44.3 No Board member may act as such until they have agreed to and signed a code of conduct for Board Members.

Members Interests

45.1 If you serve on the Board or any Area Committee or sub-committee you must not have any financial interest whether:-

- 45.1.1 personally; or

- 45.1.2 as a member of a firm; or
- 45.1.3 as a director or other officer of a business trading for profit; or
- 45.1.4 in any other way whatsoever, in a contract or other transaction with the Partnership except if it is permitted under these Rules.

We will not make any payment to you or provide any benefit for you unless it is permitted under these Rules and by Schedule 7 Part 1 of the Housing (Scotland) Act 2001.

- 45.2 If you have a financial interest personally or as a member of a firm or as a director or other officer of a business trading for profit or in any other way whatsoever in a contract or other transaction with the Partnership as described in Rule 46.1; or you receive any payment or benefit from us other than those listed above under Schedule 7 Part 1 of the Housing (Scotland) Act 2001, your membership of the Board will end.
- 46.1 If while serving on the Board you have any conflict of interest or an interest other than a financial interest in any contract or other agreement about to be discussed at a meeting, you must tell the Board. You will usually be required to leave the meeting while the matter is discussed and will not be allowed to remain in the room and vote on the matter. If you are inadvertently allowed to stay in the meeting and vote on the matter, your vote will not be counted.
- 46.2 If you fail to disclose an interest described in Rule 46.1, you must leave the Board if required to do so by the majority of the remaining Board Members voting at a Board Meeting specially convened for the purpose.

BOARD PROCEDURE

- 47 It is up to the Board 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 six Board Members present for the meeting to take place, or such other greater number as may be agreed by the Board. Notwithstanding that the Board may agree on some other number. For the meeting to take place the Board Members present must represent at least two of the three different categories of Board Members.
- 48. The Board will continue to act while it has vacancies for Members. However, if at any time the number of Board Members falls below seven, the Board can continue to act only for another two months. If at the end of that period the Board has not found new members to bring the number of Board Members up to seven the only power it will have is to act to bring the number of Board Members up to seven.
- 49 Board Members must be sent notice of ordinary meetings 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.
- 50.1 All business for the meeting's agenda must be with the Secretary in good time for it to be distributed with the papers accompanying notice of the meeting. Urgent matters not on the agenda may be discussed at meetings if most

Board Members agree to this at the start of the meeting. Urgent matters known before the meeting should be brought to the attention of the Secretary as soon as possible.

50.2 In all cases, the Chairperson will decide whether a matter is urgent.

Special Board Meetings

51.1 The Chairperson or two Board Members can request a special meeting of the Board by writing to the Secretary with details of the business to be discussed. The Secretary will send a copy of the request to all Board Members within three days of receiving it. The meeting will take place at a place mutually convenient for the majority of Board Members - normally the usual place where Board Meetings are held between 10 and 14 days after the Secretary receives the letter.

51.2 No other business may be discussed at the meeting other than the business for which the meeting has been called.

51.3 If the Secretary does not call the special meeting as set out above, the Chairperson or the Board Members who request the meeting can call the meeting. In this case, they must write to all Board Members at least seven days before the date of the meeting.

52 If a Board Member does not receive notice of the meeting, this will not prevent the meeting going ahead.

Proceedings at Board Meetings

53 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.

54 If any point arises which is not covered in these Rules, the Chairperson will give his/her decision which will be final.

Chairpersons Responsibilities

55.1 At its first meeting after registration of the Partnership, the Board will elect the Chairperson of the Partnership. Thereafter a Chairperson will be appointed on an annual basis at the next scheduled Board Meeting held after each annual general meeting.

55.2 The Chairperson must be elected from the ordinary Board Members and must be prepared to act as Chairperson until the end of the next annual general meeting (unless s/he resigns the post). The Chairperson can only be required to resign if two-thirds of the Board Members present at a special meeting agree to this.

55.3 If the Chairperson is not present at a Board meeting or is not willing or able to act, the Vice-Chairperson, if present, shall preside. If the Chairperson and

Vice-Chairperson are both absent, the Members present at the meeting shall elect from among the non-co-opted Members, a person to act as Chairperson for that meeting. If the Chairperson arrives at the meeting late, s/he will take over as Chairperson of the Board meeting as soon as the current agenda item is concluded.

- 55.4 If the votes of the Board Members are divided equally for and against an issue, the Chairperson will have a second and deciding vote.
- 55.5 The Chairperson can resign his/her office in writing to the Secretary and must resign if she/he leaves the Board or is prevented from standing for or being elected to the Board under Rule 44. The Board will then elect another Board Member as Chairperson.
- 55.6 The Chairperson can be re-elected but must not normally hold office continuously for more than five annual general meetings.

THE POWERS OF THE BOARD OF MANAGEMENT

- 56 The Board is responsible for directing the affairs of the Partnership and its business and may use all its powers to carry out its duties. The Board is not permitted to exercise any powers which are reserved to the Partnership in general meetings either by these Rules or by statute. Each Board Member must operate in accordance with the Partnership's objects and these Rules.
- 57 The Board 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 Board have been restricted, unless they are already aware that such a restriction may exist.
- 58.1 Amongst its most important powers, the Board can:-
 - 58.1.1 buy, sell, build upon, lease or excamb any land and accept responsibility for any related contracts and expenses.
 - 58.1.2 agree the terms of engagement and remuneration of anyone employed in connection with our business.
 - 58.1.3 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.
 - 58.1.4 decide, monitor and vary the terms and conditions under which our property is to be let, managed, used or disposed of.
 - 58.1.5 recruit agents and employees, as required in the Partnership's business.
 - 58.1.6 refund any necessary expenses as are wholly necessary incurred by Board Members or sub-committee or Area Committee members in connection with their duties.
 - 58.1.7 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 Partnership.

Sub-committees and Area Committees

- 59.1 The Board can delegate its powers to sub-committees made up of Board Members or to staff or Office Bearers of the Partnership or to Area Committees. The sub-committee and staff or Office Bearers or Area Committees must follow the written instructions given to them by the Board.
- 59.2 The meetings and procedures of sub-committees or Area Committees will be the same as those of the Board as set out in these Rules other than in respect of the quorum where the required number shall be three. Sub-committees and Area Committees must also follow any other additional regulations the Board may impose.
- 59.3 Any decision made by a sub-committee or Area Committees must be reported to the next Board Meeting.
- 59.4 Co-optees must not make up more than one-third of a sub-committee or Area Committee. Co-optees do not count towards the number of Board Members needed for a meeting to take place. They can vote on all matters except those which directly affect the membership of the Partnership or the election of our Office Bearers.

Board decisions

- 60 All acts done in good faith as a result of a Board Meeting or sub-committee meeting or Area Committee meeting will be valid. This is so even if it is discovered afterwards that a Board Member was not entitled to be on the Board, sub-committee or Area Committee.
- 61 A written resolution signed by all Board Members or all members of a sub-committee or Area Committee will be as valid as if it had been passed at a Board Meeting or sub-committee meeting or Area Committee meeting duly called and constituted.

THE SECRETARY AND OFFICE BEARERS

- 62.1 The Partnership must have a Secretary and any other Office Bearers the Board considers necessary. The Office Bearers except for the Secretary must be elected Board Members and cannot be co-optees. The Board will appoint the Secretary and these Office Bearers. If the Secretary cannot carry out his/her duties, the Board, or in an emergency the Chairperson, can appoint another Office Bearer or employee to carry out the Secretary's duties until the Secretary returns.
- 62.2 The Secretary and the other Office Bearers will be controlled, supervised and instructed by the Board.
- 62.3 The Secretary's duties include the following;

- 62.3.1 calling and going to all meetings of the Partnership and all the Board Meetings;
- 62.3.2 keeping the minutes for all meetings of the Partnership and Board;
- 62.3.3 sending out letters, notices calling meetings and relevant documents to members before a meeting;
- 62.3.4 preparing and sending all the necessary reports to the Financial Services Authority and Communities Scotland;
- 62.3.5 ensuring compliance with these Rules and unless the Board decides otherwise;
- 62.3.6 keeping the Register of Members and other registers required under these Rules;
- 62.3.7 supervision of the Partnership's seal;
- 62.3.8 keeping all the books of accounts and receiving all contributions and payments owed to the Partnership; and
- 62.3.9 paying over the contributions and payments received by the Partnership as instructed by the Board.

The Secretary must produce or give up all the Partnership's books, registers, documents and property whenever requested by a resolution of the Board, or of a general meeting.

FINANCIAL GUARANTEES FOR OFFICERS

- 63 The Board shall take out fidelity guarantee insurance to cover all Office Bearers and employees who receive or are responsible for the Partnership's money or, 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.
- 64 The Secretary, Office Bearers and employees will not be responsible for the Partnership'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 BOARD'S MINUTES, SEAL, REGISTERS AND BOOKS

Minutes

- 65 Minutes of every general meeting, Board Meeting, sub-committee meeting and Area Committee meeting must be kept. Those minutes must be represented 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

- 66 The Partnership must have a seal which the Secretary must keep in a secure place unless the Board decides that someone else should look after it. The seal must only be used if the Board decides this. When the seal is used, the deed or document must be signed by the Secretary of the Partnership and two Members of the Board and recorded in the register.

Registers

- 67.1 The Partnership must keep at its registered office, a Register containing:
- 67.1.1 the names and addresses of the members;
 - 67.1.2 a statement of the share held by each member and the amount each member paid for it;
 - 67.1.3 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 Partnership;
 - 67.1.4 a statement of other property in the Partnership, whether in loans or loan stock held by each member; and
 - 67.1.5 the names and addresses of the Office Bearers of the Partnership, their positions and the dates they took and left office.
- 67.2 The Partnership must also keep at its registered office:-
- 67.2.1 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.
 - 67.2.2 a register of loans and who they are made to.
 - 67.2.3 a register showing details of all loans and charges on the Partnership's land.
- 67.3 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 Partnership.

Registered name

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

Documentation

- 69 The Partnership's books of account, registers, securities and other documents must be kept at the registered office or any other place the Board decides is secure.
- 70 At the last Board Meeting before the annual general meeting, the Secretary must confirm in writing to the Board that Rules 65 to 69 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 Board Meeting.

ACCOUNTS

- 71 The Partnership 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.
- 72 The Board must send the Partnership's accounts and balance sheet to the Partnership's auditor. The auditor must then report to the Partnership 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.
- 73 The Partnership must provide Communities Scotland 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

- 74.1 Each year the Partnership must appoint, at a general meeting of the Partnership, a qualified auditor to audit the Partnership'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.
- 74.2 None of the following can act as auditor to the Partnership:-
- 74.2.1 a Board Member or employee of the Partnership;
 - 74.2.2 a person who is a partner of, or an employee or employer of a Board Member or employee of the Partnership;
 - 74.2.3 an organisation which is a member of the Partnership.
- 75 The Partnership must appoint an auditor within three months of being registered by the Financial Services Authority. The Board will appoint the auditor unless there is a meeting of the Partnership within that time. The Board may appoint an auditor to fill in a casual vacancy occurring between general meetings of the Partnership.

- 76.1 An auditor appointed to act for the Partnership one year will be re-appointed for the following year unless:-
- 76.1.1 a decision has been made at a general meeting to appoint someone else or specifically not to appoint them again; or
 - 76.1.2 they have been given the Partnership notice in writing that they do not want to be re-appointed; or
 - 76.1.3 they are not a qualified Auditor or are excluded under Rule 75; or
 - 76.1.4 they are no longer capable of acting as Auditor to the Partnership; or
 - 76.1.5 notice to appoint another Auditor has been given.
- 76.2 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 Partnership that the matter requires to be discussed at the next meeting of the Partnership.
- 76.3 The Partnership 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 Partnership. If possible the Partnership will also give proper notice of this matter to you but if this is not possible, the Partnership can give you notice by advertising in the local newspaper at least 14 days before the meeting.
- 76.4 The retiring Auditor may make representations to the Partnership or give notice that he intends to make representations at the meeting and the Partnership must tell you of any representations made by the Auditor under Section 6 (7) of the Friendly and Industrial and Provident Societies Act 1968.

ANNUAL RETURNS AND BALANCE SHEET

- 77.1 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.
- 77.2 The Secretary must also send:
- 77.2.1 copy of the auditor's report on the Partnership's accounts for the period covered by the return; and
 - 77.2.2 a copy of each balance sheet made during that period and of the auditor's report on that balance sheet.
- 78 The Partnership must provide a free copy of the latest annual return and auditor's reports to members or people with a financial interest in the Partnership.
- 79 The Partnership must always keep a copy of the latest balance sheet and auditor's report publicly displayed at its registered office and area offices.
- 80 The Partnership must comply with the requests of Communities Scotland for annual returns.

PROFITS

- 81.1 The Partnership must not distribute its profits to members.
- 81.2 At an annual general meeting, members may decide to use profits in the following ways:-
 - 81.2.1 to set aside an amount recommended by the Board to allow the Partnership to carry out the objects, of the Partnership.
 - 81.2.2 to give an amount recommended by the Board to charitable voluntary groups which further the objects of the Partnership.

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

INVESTMENTS

- 82 If the Board agrees, the Partnership's funds may be invested in line with section 31 of the Industrial and Provident Societies Act 1965.

INSPECTING THE BOOKS

- 83 Any member or person having a financial interest in the Partnership 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 Board may set conditions for inspecting the books.

DISPUTES

- 84.1 Every dispute between the Partnership or the Board Members and:-
 - 84.1.1 a member; or
 - 84.1.2 a person aggrieved who has ceased to be a member within the previous six months; or
 - 84.1.3 a person claiming under the Rules of the Partnership shall be dealt with by the Sheriff in the Sheriffdom in which the Partnership's registered office is located.

STATUTORY APPLICATIONS TO THE FINANCIAL SERVICES AUTHORITY

- 85 Any 10 members of the Partnership 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 Partnership's books on payment to the Financial Services Authority of the costs required.

- 86.1 One-tenth of the total membership members can apply to the Financial Services Authority to:-
- 86.1.1 appoint an inspector to examine and report on the affairs of the Partnership; or
 - 86.1.2 call a special general meeting of the Partnership.
- 86.2 If there are more than 1000 members in the Partnership, only 100 members need to apply to the Financial Services Authority.

COPIES OF RULES

- 87 The Secretary must provide a copy of the Rules of the Partnership to every new member; and to anyone who asks and who pays the amount set by the Board (not more than 10 pence).

CLOSING DOWN THE PARTNERSHIP

- 88.1 The Partnership can be dissolved in either of the following ways:-
- 88.1.1 by an order or resolution to wind up the Partnership as set out in the Insolvency Act 1986.
 - 88.1.2 if three-quarters of our members sign an Instrument of Dissolution in the form set out in treasury regulations.
- 89 If any property remains after we have paid our debts, this property will belong to Communities Scotland or to any other registered social landlord
Communities Scotland decides.

CHANGING THE RULES

- 90.1 Any of these Rules can be changed or deleted and new Rules can be introduced;- if:-
- 90.1.1 three-quarters of the votes at a special general meeting are in favour of the change(s); and
 - 90.1.2 Communities Scotland has approved the change(s).
- 90.2 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.
- 90.3 We can change the name of the Partnership if:-

- 90.3.1 three-quarters of the votes at a special general meeting are in favour of the change(s); and
- 90.3.2 the Financial Services Authority approves the change in writing.
- 90.4 If we want to change our name or our Registered Office we must:-
 - 90.4.1 obtain the approval of Communities Scotland for our new name before we change it; and
 - 90.4.2 let Communities Scotland know that we have changed the Registered office within seven working days of our decision.

INTERPRETING THESE RULES

- 91.1 In these Rules, the following words and phrases have the meanings given below:-
 - 91.1.1 a “Barra Tenant Member” means a Tenant Member residing in the geographical area of Barra
 - 91.1.2 “Board Member Group” means either (a) the total number of Tenant Board members on the Board at any time, called the Tenant Board Member Group, or (b) the total number of Community Board Members on the Board at any time, called the Community Board Member Group or (c) the total number of Council Appointed Board Members on the Board at any time called the Council Group;
 - 91.1.3 “Board” means the Board of Management appointed in line with Rule 38. “Board Meeting” means a meeting of the Board. “Board Member” means a member of the Board.
 - 91.1.4 “Chairperson” means the Chairperson of the Partnership referred to in Rule 55.
 - 91.1.5 “Communities Scotland” means the body known as Communities Scotland having their head office at Thistle House, 91 Haymarket Terrace, Edinburgh, being an Executive Agency acting on behalf of Scottish Ministers.
 - 91.1.6 “Community Board Member” means a Board Member elected from the category of Community Members.
 - 91.1.7 “Community Member” means a resident member of the community of the local government area of the Council who are not tenants of the Partnership and shall include any member of an organisation (other than the Council) in terms of Rule 14.
 - 91.1.8 “Council Appointed Board Member” means an elected member of the Council who is appointed as a Board Member to represent the Council in terms of Rule 41.6.

- 91.1.9 “Financial Services Authority” means the body set up under the Financial Markets Act 2000 to register Industrial & Provident Societies under the 1965 Industrial & Provident Societies Act.
- 91.1.10 a “Harris Tenant Member” means a Tenant Member residing in the geographical area of Harris and
- 91.1.11 a “Lewis Tenant Member” means a Tenant Member residing in the geographical area of Lewis
- 91.1.12 “Meeting” means a general meeting of the Partnership, whether special, general or annual referred to in Rules 21-24.
- 91.1.13 “Member” means one of the people referred to in the Rules.
- 91.1.14 “Office Bearer” means the Chairperson, Treasurer and Vice Chairperson of the Partnership.
- 91.1.15 “Organisation” means a legal body which exists separately and distinctly from its members and includes companies, building societies, industrial and provident societies, 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 but shall not include the Council.
- 91.1.16 “a person claiming through a member”:- includes an heir executor assignee or nominee. This heading would be used in connection with disputes about the transfer of a member’s share after his death. It would also cover executors of a former member.
- “present” or “present in person” means any Member or Board Member or member of a sub-committee or Area Committee who is present in person or is deemed to be present by virtue of some other form of communication, including by way of: conference telephone; video link; internet video facility; or any other similar communications equipment by means of which all persons participating in the meeting are able to hear each other.
- 91.1.17 “Property” includes everything which can be passed on by inheritance (including loans, certificates, books and papers).
- 91.1.18 “Secretary” means the Office Bearer appointed by the Board to be the Secretary of the Partnership or anyone authorised by the Board to stand in for the Secretary.
- 91.1.19 “Tenant Board Member” means a Board Member elected from any one category of Tenant Members and included within the Tenant Board Member Group;
- 91.1.20 “Tenant Board Membership Categories” means the three categories of Tenant Board Membership representing the geographical areas of (a) Lewis, (b) Harris, and (c) the Uists and Barra respectively and Tenant Board Membership Category shall be any one of these.

- 91.1.21 “Tenant Member” means any person who is from time to time a tenant under a lease entered into with the Partnership (subject to such person having applied for membership of the Partnership) and prior to the Partnership being in a position to grant Leases, any tenant under a lease entered into with the Council;
 - 91.1.22 “Tenant Membership Categories” means the four categories of tenant membership representing the geographical areas of (a) Lewis, (b) Harris, (c) the Uists and (d) Barra respectively and as referred to in rule 7.2 and Tenant Membership Category shall be any one of these.
 - 91.1.23 “Tenant” means any person who is a tenant of the Partnership or the Council;
 - 91.1.24 “the Council ” means Comhairle Nan Eilean Siar or any statutory successor to that body which is responsible as local authority for the Western Isles administrative area (or, if there is more than one such successor body, the body responsible for the housing function) and “Councillor” is an elected member of the Council;
 - 91.1.25 “The Western Isles” means that local government administrative area for which the Council have responsibility;
 - 91.1.26 “these Rules” means our registered Rules.
 - 91.1.27 a “Uist Tenant Member” means a Tenant Member residing in the geographical areas of North and South Uist
 - 91.1.28 “We” or “the Partnership”, or “our” means the registered social landlord referred to in Rule 1 whose Rules these are, as the context permits.
 - 91.1.29 “You” means a member, prospective member or applicant for membership of the Partnership.
 - 91.1.30 References to a statute or section of statute also cover amendments to that statute.
 - 91.1.31 Words in the singular also include the plural. Words in the plural also include the singular. Words in the masculine include the feminine.
- 92 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 28 for more details.

I (insert name) am a member of (insert name) _____ 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 Partnership'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 28 for more details.

I (insert name) am a member of (insert name) _____ Limited.

My address is: (please insert).

I hereby revoke the appointment of (insert name) as my representative to vote for me at the Partnership's 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 _____

SIGNATURE OF BOARD MEMBERS

Date

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 _____
updated 10/09/03 after checking with Model Rules