

**Rules of Red Kite Community Housing Limited**

**A Registered Society under the Co-operative and Community Benefit Societies  
Act 2014**

Register No 31322R

July 2016

## **PART A NAME AND OBJECTS**

### **Name**

- A1 The name of the society shall be Red Kite Community Housing Limited ("the Association").

### **Objects**

- A2 The Association is formed for the benefit of the community. Its objects shall be to carry on for the benefit of the community:
- A2.1 the business of providing social housing, housing, accommodation and assistance to help house people and associated facilities and amenities for poor people or for the relief of aged, disabled (whether physically or mentally) or chronically sick people.
- A2.2 any other charitable object that can be carried out by an Industrial and Provident Society registered as a provider of social housing with the Regulator.

### **Non-profit**

- A3 The Association shall not trade for profit and any profits shall only be applied for the purpose of furthering the Association's objects and / or in accordance with these Rules.
- A4 Nothing shall be paid or transferred by way of profit to Members of the Association

### **Corporate status**

- A5 The Association is not a subsidiary of another organisation and shall not become a subsidiary of another organisation without first amending these rules to state the name of the parent entity and without first having obtained the consent of the Regulator (if such consent is required by law).

## **PART B POWERS OF ASSOCIATION, BOARD AND MEMBERS**

### **Powers**

- B1 The Association shall have power to do anything that a natural or corporate person can lawfully do which is necessary or expedient to achieve its objects, except as expressly prohibited in these Rules.
- B2 Without limiting its general powers under rule B1, and only so far as is necessary or expedient to achieve its objects, the Association shall have power to:
- B2.1 purchase, acquire or dispose, take or grant any interest in property including any mortgage, charge, floating charge or other security whatsoever;
  - B2.2 construct or carry out works to buildings;
  - B2.3 help any charity or other body not trading for profit in relation to housing and related services;
  - B2.4 subject to Rules F13, F14, and F15 borrow money or issue bonds, notes, loan stock or any other debt instrument or enter into any transaction having the commercial effect of borrowing in each case on such terms as the Association shall think fit;
  - B2.5 enter into and perform any derivative transaction on such terms as the Association thinks fit for the purpose of hedging or otherwise managing any treasury risk or other financial exposure of the Association;
  - B2.6 subject to Rule F16 invest the funds of the Association;
  - B2.7 lend money on such terms as the Association shall think fit;
  - B2.8 guarantee, enter into any contract of indemnity or suretyship in relation to, or provide security for, the borrowings or performance of the obligations of a third party on such terms as the Association shall think fit;
  - B2.9 make grants and donations;
  - B2.10 support, administer, set up or acquire other corporate bodies;
  - B2.11 establish a community fund for investment in community business, projects or activities in order to achieve the Association's objects (and which may, in part, be funded by the Association's share capital);
  - B2.12 enable members of the community to participate in the affairs of the Association and local Tenant and resident groups;

- B2.13 deliver strategies for the wellbeing of the community in partnership with the Council and other organisations;
- B2.14 provide training and information to encourage community development;
- B2.15 work with the Tenant and Leaseholder Committee, which will act as an interface between the Board, Tenants and Leaseholders and encourage resident participation;
- B2.16 promote equality and diversity for the benefit of the community; and
- B2.17 promote for the benefit of the community urban and rural regeneration in areas of social and economic deprivation by all or any of the following means:
- (i) the relief of unemployment;
  - (ii) the creation of training and employment opportunities;
  - (iii) the maintenance, improvement or provision of public amenities;
  - (iv) the preservation of buildings or sites of historic or architectural interest;
  - (v) the protection or conservation of the environment;
  - (vi) the provision of public health facilities and childcare; and
  - (vii) the promotion of public safety and prevention of crime.

B3 The Association shall not have power to receive money on deposit in any way which would require authorisation under the Financial Services and Markets Act 2000 or by any other authority required by statute unless it has such authorisation.

### **Powers of the Board**

B4 The business of the Association shall be directed by the Board.

B5 Apart from those powers which must be exercised in general meeting:

B5.1 by statute; or

B5.2 under these Rules,

all the powers of the Association may be exercised by the Board for and in the name of the Association.

- B6 The Board shall have power to delegate, in writing, subject to rules D29-D33, the exercise of any of its powers to any committee, the Tenant and Leaseholder Committee, Officers or employees of the Association or Tenants and Leaseholders on such terms as it determines. Such delegation may include any of the powers and discretions of the Board.

### **Limited powers of Members in general meetings**

- B7 The Association in general meeting can only exercise the powers of the Association expressly reserved to it by these Rules or by statute.

### **General**

- B8 The certificate of an Officer of the Association that a power has been properly exercised shall be conclusive as between the Association and any third party acting in good faith.
- B9 A person acting in good faith who does not have actual notice of these Rules or the Association's regulations shall not be concerned to see or enquire if the Board's powers are restricted by these Rules or such regulations.

### **Tenant and Leaseholder Committee**

- B10 B10.1 The Tenant and Leaseholder Committee shall work in conjunction with the Board on matters affecting Tenants and Leaseholders, on such terms of reference as the Board and the Tenant and Leaseholder Committee may jointly agree from time to time.
- B10.2 The Board of the Association shall consult with the Tenant and Leaseholder Committee in relation to all policies and decisions that (in the Board's reasonable belief) are likely to have a material impact on the management, governance or financial viability of the Association.
- B10.3 The Tenant and Leaseholder Committee shall be provided with copies of every paper to be considered by the Association's Board not less than seven clear days prior to each meeting of the Board and shall be entitled to comment on all such papers prior to their consideration by the Board provided always that this obligation shall not extend to:
- (a) any paper that the chair (or in his or her absence any vice chair) considers to be of a confidential nature; or
  - (b) any business that the chair (or in his or her absence any vice chair) considers to be urgent.

- B10.4 The Tenant and Leaseholder Committee shall be elected by the Tenant and Leaseholder Members. The size and composition of the Tenant and Leaseholder Committee and the processes for the election, retirement and removal of members of the Tenant and Leaseholder Committee shall be determined by the Board in consultation with the Tenant and Leaseholder Committee.
- B10.5 Members of the Tenant and Leaseholder Committee may attend meetings of the Board of the Association by invitation of the chair. No member of the Tenant and Leaseholder Committee shall have any right to vote on any matter considered by the Board by virtue of such nomination.
- B10.6 Subject to the provisions of this Rule B10, the Tenant and Leaseholder Committee may regulate its proceedings as the Tenant and Leaseholder Committee thinks fit.
- B10.7 In the event of any dispute between the Tenant and Leaseholder Committee and the Board the parties to the dispute shall work together in good faith to reach agreement on the matter and in doing so shall have regard to any relevant statements by the Regulator.
- B10.8 Unless otherwise stated, the term "committee" when used elsewhere in these Rules does not apply to the Tenant and Leaseholder Committee.

## **PART C MEMBERS AND GENERAL MEETINGS**

### **Obligations of Members**

- C1 All Members agree to be bound by the obligations on them as set out in these Rules. When acting as Members they shall act at all times in the interests of the Association and, for the benefit of the community, as guardians of the objects of the Association.

### **Nature of shares**

- C2 The Association's share capital shall be raised by the issue of shares. Each share has the nominal value of one pound which shall carry no right to interest, dividend or bonus. Shares shall be non-withdrawable.
- C3 Shares cannot be transferred.
- C4 When a Member ceases to be a Member or is expelled from the Association, his or her share shall be cancelled. The amount paid up on that share shall become the property of the Association.

### **Nature of Members**

- C5 C5.1 A Member of the Association is a person or body whose name and address is entered in the register of shareholders.
- C5.2 The Members shall be divided into two classes as follows:-
- the Tenant and Leaseholder Members;
  - the Council.
- C5.3 A Member shall belong to a class and cannot belong to more than one class. The decision of the Board as to the designation of the Member shall be final and binding.
- C6 The following cannot be Members:
- C6.1 a person below 16 years of age;
- C6.2 a person who has been expelled as a Member, unless authorised by Special Resolution at a general meeting;
- C6.3 a Local Authority Person (other than the Council) if the admission of such a person would mean that Tenant and Leaseholder Members who are Local Authority Persons together with the Council would be able to exercise more than one-third of the total votes available to Members of the Association;
- C6.4 a person who has been removed as a Board Member in accordance with Rule D7;

C6.5 a person who is not a Tenant or Resident Leaseholder, save for the Council.

C6.6 an employee of the Association

C6.7 a person in respect of whom a registered medical practitioner who is treating that person gives a written opinion to the Association stating that the person has become physically or mentally incapable of exercising their rights as a Member and may remain so for more than three months.

C7 The Council, as a corporate body shall be a Member. It can appoint an individual to exercise its rights at general meetings (its nominated representative). Any such appointment shall be in writing, and given to the secretary.

C8 No Member shall hold more than one share.

C9 In any vote of Members of the Association (whether by a show of hands or by ballot), the votes shall be counted as follows:

C9.1 each Tenant and Leaseholder Member's vote shall equal:

$$\begin{array}{r} N \\ \text{---} \quad \times 7 \\ 10 \\ \text{-----} \\ T \end{array}$$

C9.2 the Council's vote shall equal

$$\begin{array}{r} N \\ \text{---} \quad \times 3 \\ 10 \end{array}$$

Where:

N = the number of votes cast

T = the total number of Tenant and Leaseholder Members voting

C10 A share cannot be held jointly unless by nominees of an unincorporated body.

### **Admission of Members**

C11 C11.1 The Board shall set, review and publish its policies and objectives for admitting new Members. The Board shall only admit new Members in accordance with such policies.

- C11.2 As part of such policies, and subject to Rules C6 and C14 every Tenant and every Resident Leaseholder of the Association over the age of 16 and who agrees to be bound by these Rules shall be entitled to be admitted as a Member of the Association save where the Tenant or Resident Leaseholder has previously been expelled under Rule C15 or is ineligible under Rule C14.8 or C14.9.
- C12 An applicant for a share shall apply in writing to the Association's registered office:
- C12.1 setting out their reasons for applying and how they meet any criteria set by the Association's policies under rule C11; and
- C12.2 pay the sum of one pound (which shall be returned to them if the application is not approved).
- C13 C13.1 Every application shall be considered by the Board in accordance with Rule C11. Subject to Rule C11.2 the Board has the power in its absolute discretion to accept or reject the application. If the application is approved the name of the applicant and the other necessary particulars shall be entered in the register of shareholders in the appropriate class of Members. One share in the Association shall be issued to the applicant.
- C13.2 If the numbers of Tenant and Leaseholder Members who are Local Authority Persons is such that together with the Council they could exercise more than one-third of votes available to Members of the Association, then the Tenant and Leaseholder Members who are Local Authority Persons who last became Tenant and Leaseholder Members shall automatically cease to be Tenant and Leaseholder Members PROVIDED THAT (subject to the agreement of the person concerned) such persons shall be re-admitted to shareholding membership of the Association without the requirement for any further application if at any time the numbers of Tenant and Leaseholder Members who are Local Authority Persons would be such that together with the Council less than one-third of the votes available to Members could be exercised with the last removed Member being the first to be re-admitted and so forth.

### **Ending of Shareholding**

- C14 A Member shall cease to be a Member if:
- C14.1 they die; or
- C14.2 they are expelled under Rule C15; or
- C14.3 they withdraw from the Association by giving notice to the Secretary which shall be effective on receipt by the Secretary unless they are one of the last three remaining Members, in which case they must provide at least one month's written notice of the withdrawal to the Secretary; or

- C14.4 in the case of a body corporate it ceases to be a body corporate; or
  - C14.5 in the case of the nominee of an unincorporated body, they transfer their share to another nominee of that body; or
  - C14.6 they cease to be eligible to be a Member under Rule C6; or
  - C14.7 they are a Tenant or Resident Leaseholder Member and cease to be a Tenant or Resident Leaseholder for any reason (save in respect of the demolition of, or works carried out to, that Tenant or Resident Leaseholder's home).
  - C14.8 they are a Tenant or Resident Leaseholder and in the opinion of the Board are in material or serious breach of their tenancy agreement or lease or are subject to a possession order or are in breach of a suspended possession order, or are subject to any other legal enforcement action; or
  - C14.9 they are a Tenant and the Association has obtained an order of a competent court or tribunal against them for recovery of monies due from them to the Association provided that if the order is suspended or is an order for payment in instalments they shall only cease to be a Member upon failing to meet the terms of the order.
- C15 A Member may only be expelled by a Special Resolution at a special general meeting called by the Board. The Council may not be expelled.
- C15.1 The Board must give the Member at least one month's notice in writing of the general meeting. The notice to the Members must set out the particulars of the complaint of conduct detrimental to the Association, and must request the Member to attend the meeting to answer the complaint.
  - C15.2 At the general meeting called for this purpose the Members shall consider the evidence presented by the Board and by the Member (if any). The meeting may take place even if the Member does not attend.
  - C15.3 If the resolution to expel the Member is passed in accordance with this Rule C15, the Member shall immediately cease to be a Member.

### **Annual general meeting**

- C16 The Association shall hold a general meeting called the annual general meeting within six calendar months after the close of each of its financial years or such later date as may be permitted by law.

- C17 The functions of the annual general meeting shall be:
- C17.1 to receive the annual report which shall contain:
- the revenue accounts and balance sheets for the last accounting period
  - the auditor's report (if one is required by law) on those accounts and balance sheets
  - the Board's report on the affairs of the Association
- C17.2 subject to rules F3 and F4, to appoint the auditor (if one is required by law);
- C17.3 to elect (or re-elect) Independent Board Members; and
- C17.4 to transact any other general business of the Association set out in the notice convening the meeting including any business that requires a Special Resolution.

### **Special general meetings**

- C18 All general meetings other than annual general meetings shall be special general meetings and shall be convened either:
- C18.1 upon an order of the Board; or
- C18.2 upon a written requisition signed by one-tenth of the Members (to a maximum of twenty-five but not less than three) stating the proposed resolutions for which the meeting is to be convened;
- C18.3 if within twenty-eight days after delivery of a requisition to the Secretary a meeting is not convened, the Members who have signed the requisition may convene a meeting.
- C19 A special general meeting shall not transact any business that is not set out in the notice convening the meeting.

### **Calling a general meeting**

- C20 C20.1 Subject to Rule C20.2 all general meetings shall be convened by at least fourteen clear days' written notice posted or delivered by hand or sent by Electronic Communication to every Member at the address or Electronic Communication address given in the Member's register. The notice shall state whether the meeting is an annual or special general meeting, the time, date and place of the meeting, and the business for which it is convened.

- C20.2 Seventy-five per cent of Members may agree by consenting in writing or by confirming through Electronic Communication to a general meeting being held on less than fourteen days' clear notice. The Council Member must agree.
- C20.3 Any accidental failure to get any notice to any Member shall not invalidate the proceedings at that general meeting. A notice or communication delivered by hand or sent by post to a Member at their address or Electronic Communication address shown in the register of Members shall be deemed to have arrived as specified in rule G15.19.

### **Proceedings at general meetings**

- C21 Before any general meeting can start its business there must be a quorum present. A quorum is five or, if the Association has more than fifty Members, the quorum shall be one tenth of all Members or 25 Members, whichever is the lower figure. As part of that quorum at least one Tenant and Leaseholder Member and the Council must be present in person.
- C22 A meeting held as a result of a Member's requisition will be dissolved if too few Members are present half an hour after the meeting is scheduled to begin.
- C23 All other general meetings with too few Members will be adjourned to the same day, at the same time and place in the following week. If less than the number of Members set out in C21 are present within half an hour of the time the adjourned meeting is scheduled to have started, those Members present shall carry out the business of the meeting.
- C24 The Chair of any general meeting can:
- C24.1 take the business of the meeting in any order that the Chair may decide; and
- C24.2 adjourn the meeting if the majority of the Members present in person or by proxy agree. An adjourned meeting can only deal with matters adjourned from the original meeting. An adjourned meeting is a continuation of the original meeting. The date of all resolutions passed is the date they were passed (as opposed to the date of the original meeting). There is no need to give notice of an adjournment or to give notice of the business to be transacted.
- C25 At all general meetings of the Association the Chair of the Board shall preside. If there is no such Chair or if the Chair is not present or is unwilling to act, the vice Chair (if any) shall chair the meeting, failing which the Members present shall elect a Member to chair the meeting. The person elected shall be a member of the Board if one is present and willing to act.

## **Proxies**

C26 Any Member entitled to attend and vote at a general meeting may appoint another person, whether or not a Member, as their proxy to attend and vote on their behalf. A proxy can be appointed by delivering a written appointment, which may be by way of Electronic Communication, to the registered office by no later than 12 noon two days before the date of the meeting at which the proxy is authorised to vote. It must be signed or confirmed by Electronic Communication and sent by the Member or a duly authorised attorney. Any proxy form delivered late shall be invalid. Any question as to the validity of a proxy shall be determined by the Chair of the meeting whose decision shall be final.

## **Voting**

C27 Subject to the provisions of these Rules or of any statute, a resolution put to the vote at a general meeting shall, except where a ballot is demanded or directed, be decided upon a show of hands.

C28 On a show of hands every Member present in person and on a ballot every Member present in person or by proxy shall have one vote. Votes shall be counted in accordance with Rule C9. In the case of an equality of votes the chair of the meeting shall have a second or casting vote.

C29 Unless a ballot is demanded (either before or immediately after the vote), a declaration by the Chair that a resolution on a show of hands has been carried or lost, unanimously or by a particular majority, is conclusive. An entry made to that effect in the book containing the minutes of the proceedings of the Association, shall be conclusive evidence of that fact.

C30 Any question as to the acceptability of any vote whether tendered personally or by proxy, shall be determined by the Chair of the meeting, whose decision shall be final.

C31 A ballot on a resolution may be demanded by any three Members at a meeting (in person or by proxy) or by the Council acting through its nominated representative in person or directed by the Chair (and such demand or direction may be withdrawn). A ballot may be demanded or directed after a vote on the show of hands, and in that case the resolution shall be decided by the ballot.

C32 A ballot shall be taken at the meeting at such time and in such manner as the Chair shall direct. The result of such a ballot shall be deemed to be the resolution of the Association in general meeting.

C33 Subject to the Act, a resolution in writing sent to all Tenant and Leaseholder Members by post, Electronic Communication or delivered by hand and signed by three quarters of such Members together with the signature of the Council's nominated representative shall be as valid and effective as a resolution passed at a properly called and constituted meeting of Members provided that a copy of the proposed resolution has been delivered in accordance with these Rules to all Members. Such resolution when signed or confirmed electronically may comprise more than one document in the same form, each signed or confirmed electronically, by one or more Members.

### **Representatives and nominees**

C34 Under the provisions of these Rules (including rules A3, A4, C2 and C4) no Member is entitled to property of the Association in that capacity, and in the event of the death a person shall cease to be a Member, their share shall be cancelled and the amount paid up on that share shall become the property of the Association. The following make provisions for representatives and nominees taking into account the provisions of these Rules:

C34.1 The Act provides that a Member may nominate a person or persons to whom property in the Association at the time of his / her death shall be transferred. As any such share will have been cancelled, no person so nominated under the Act shall be entitled to any property of that Member on their death.

C34.2 No property shall be capable of transfer to any personal representative of a deceased Member.

C35 Upon a claim being made by a trustee in bankruptcy of a bankrupt Member to the share held by that Member, the Association shall transfer such share to which the trustee in bankruptcy is entitled and as the trustee in bankruptcy may direct them.

## **PART D THE BOARD**

### **Functions**

- D1 The Association shall have a Board (in these Rules referred to as "the Board") which shall direct the affairs of the Association in accordance with its objects and Rules and ensure that its functions are properly performed. These functions will be agreed by the Board and set out separately in a code of governance or otherwise in writing.

### **Composition of the Board**

- D2
- D2.1 The Board shall consist of eleven Board Members PROVIDED THAT in the event that the number of Board Members shall consist of fewer than eleven the remaining Board Members shall use all reasonable endeavours to appoint further Board Members and may act notwithstanding this Rule.
  - D2.2 Up to two Board Members shall be Council Board Members appointed in accordance with Rule D12.
  - D2.3 No more than three Board Members shall be Local Authority Persons.
  - D2.4 Nine Board Members shall be Independent Board Members appointed in accordance with Rule D9.
  - D2.5 At least two Independent Board Members shall always be a Tenant or Resident Leaseholder.
- D3
- D3.1 The Board shall make available the obligations (including the expected standards of conduct) of every Board Member (including co-optees) to the Board and to the Association. The Board shall review and may amend the obligations of Board Members from time to time.
  - D3.2 Each Board Member shall sign a statement, confirming that they will meet their obligations to the Board and to the Association. The Board may vary the form of statement from time to time.
  - D3.3 Any Board Member or co-optee who has not signed a statement confirming that they will meet their obligations (including the expected standards of conduct) to the Board of the Association without good cause within one month of election or appointment to the Board shall immediately cease to be a Board Member or co-optee unless the Board resolves to disapply this rule in respect of any Board Member or co-optee.

- D4 D4.1 The Board may appoint co-optees to serve on the Board on such terms as the Board resolves and may remove such co-optees. Not more than five co-optees can be appointed to the Board or to any Committee (under Rule D29) at any one time. A co-optee appointed to the Board in accordance with this Rule D4.1 cannot vote on any matter, nor take part in the deliberations on the election of Officers of the Association nor any matter directly affecting Members. Co-optees appointed to a committee may vote on matters delegated to that committee.
- D4.2 The Board may not co-opt any employee of the Association or any Local Authority Person to the Board.
- D5 For the purposes of these Rules and of the Act a co-optee is not included in the expression "Board Member" or "member of the Board". For the purposes of the Housing and Regeneration Act 2008, Board Members and co-optees are officers.
- D6 No one can become or remain a Board Member or co-optee at any time if:
- D6.1 they are disqualified from acting as a director of a company or as a Board Member of another registered society for any reason; or
- D6.2 they have been convicted of
- D6.2.1 an indictable offence which is not, or cannot be, spent; or
- D6.2.2 any other offence which in the opinion of the Board brings the Association into disrepute or which is not considered by the Board to be compatible with the role of Board Member; and
- the Board resolves that they should be removed; or
- D6.3 they are a Tenant or Resident Leaseholder and are not a Member (unless they are a Council Board Member); or
- D6.4 they have absented themselves from three consecutive meetings of the Board or committee (as the case may be) in one rolling twelve-month period without special leave of absence from the Board; or
- D6.5 a registered medical practitioner who is treating a Board Member gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a Board Member and may remain so for more than three months; or
- D6.6 they are a Tenant or Resident Leaseholder and in the opinion of the Board are in material or serious breach of their tenancy agreement or lease or are subject to a possession order or are in breach of a suspended possession order, or are subject to any other legal enforcement action; or

- D6.7 they are a Tenant and the Association has obtained an order of a competent court or tribunal against them for recovery of monies due from them to the Association provided that if the order is suspended or is an order for payment in instalments they shall only cease to be a Board Member, co-optee or committee member upon failing to meet the terms of the order; or
- D6.8 the number of Board Members who are Local Authority Persons exceeds the limit in Rule D2.3. When such limit is exceeded, the Board Member who has most recently become a Local Authority Person shall immediately cease to be a Board Member, but a Board Member nominated by the Council shall cease to be a Board Member after all other Local Authority Persons have ceased to be Board Members; or
- D6.9 they have been elected or appointed (as appropriate) as a member of the Tenant and Leaseholder Committee and have accepted such position; or
- D6.10 their term of office expires in accordance with Rule D9; or
- D6.11 they have been removed from office under Rules D3.3 or D7; or
- D6.12 they are an employee of the Association; or
- D6.13 they resign their office by written notice to the Secretary,

and any Board Member who at any time ceases to qualify under this Rule shall immediately cease to be a Board Member, co-optee or committee member (as appropriate).

D7 A Board Member may be removed from the Board:

- D7.1 by a Special Resolution at a general meeting or
- D7.2 by a resolution passed by two-thirds of all the Board Members, excluding the Board Member subject of the proposed removal and excluding co-optees provided that the following conditions are satisfied:
- at least fourteen days' notice of the proposed resolution has been given to all Board Members; and
  - the notice sets out in writing the reasons for the removal; and
  - the Board is satisfied that the reasons justify the removal.

## **Terms of office and election or appointment to the Board**

- D8 In every notice for an annual general meeting the Board shall state those Independent Board Members continuing in office and those candidates intending to offer themselves for election.
- D9 Each Board Member, save for Board Members appointed under rule D12, shall be elected in accordance with any board membership policies adopted by the Board from time to time and shall be elected for a fixed term of office expiring at the conclusion of an annual general meeting (each a “fixed term”). The fixed term shall be for a term of three annual general meetings unless the Board, in consultation with the Tenant and Leaseholder Committee, has set a lower number of annual general meetings for the relevant Board Member on their election. No fixed term shall be set which would cause the relevant Board Member to serve beyond their ninth consecutive annual general meeting (and for this purpose time served on the board of another Group Member or on the board of any predecessor of the Association of another Group Member shall be counted), save where the Board agrees that circumstances exist where it would be in the best interest of the Association for a Board Member to serve for a longer period.
- D10 D10.1 At every annual general meeting each Board Member elected under rule D9 who has served their fixed term shall retire from office. Any Board Member who retires from office at an annual general meeting under this rule D10 shall be eligible for re-election subject to any board membership policies and subject to any restrictions contained within these Rules.
- D10.2 Any Board Member retiring under rule D10.1 having completed nine years' continuous service (or nine years' continuous service plus any extended period agreed by the Board under rule D9) on either the Board of the Association and/or the Board of a Group Member (or any predecessor) shall not be eligible for re-appointment or re-election for at least one full term of office.
- D11 D11.1 Board Members elected under rule D9 will be elected in accordance with open and transparent selection criteria and election procedures set out in any board membership policies adopted by the Board in consultation with the Tenant and Leaseholder Committee from time to time. These may provide for prospective candidates to be approved by the Board before they are eligible to stand for election as Board Members.
- D11.2 The Board, in accordance with the election procedures set under rule D11.1, shall endeavour to ensure that the Board possesses the quality, skills, competencies and experience which the Board has from time to time determined that it requires.

D11.3 In an election for candidates wishing to be Board Members at a general meeting every Tenant and Leaseholder Member present in person or by proxy shall have one vote for every vacancy but shall not give more than one vote to any one candidate.

D11.4 If at elections the number of candidates for election as Board Members does not exceed the number of vacancies on the Board the Chair shall declare those candidates to have been duly elected. If the number of candidates exceeds the number of vacancies the meeting shall elect the Board Members in such a manner as the Chair directs and in accordance with any procedures set under rule D11.1.

### **Council Board Members**

D12 The Council shall have the right to nominate no more than two persons (the Council Board Members) to the Board of the Association for a fixed term of office of up to three years as may be set by the Council. The Council may withdraw a Council Board Member at the expiry of the fixed term of office. Any vacancies occurring among Council Board Members shall be filled by the Council.

### **Filing vacant positions**

D13 Subject to Rule D6 and D12, whenever the number of Board Members and co-optees is less than permitted by these Rules, the Board may appoint a further Board Member in addition to the Board's power to co-opt. Any Board Member so appointed shall retire at the next annual general meeting.

### **Quorum for the Board**

D14 D14.1 Three Board Members, or half of the Board (whichever is lower) shall form a quorum PROVIDED THAT this includes at least two Independent Board Members. The Board may determine a higher number or impose additional requirements.

D14.2 If the number of Board Members falls below the number and make up necessary for a quorum, the remaining Board Members may continue to act as the Board for a maximum period of six months and the provisions of Rule D14.1 shall be suspended for that time. At the end of that time the only power that the Board may exercise shall be to call a general meeting of the Association to bring the number and make up of Board Members up to that required by these Rules.

## **Board Members' interests**

- D15 No Board Member, co-optee or member of a committee shall have any financial interest in any contract or other transaction with the Association or with any other Group Member, or be granted a benefit by the Association, unless such interest or benefit:
- D15.1 is expressly permitted by these Rules; or
- D15.2 would not be in breach of, and would not be inconsistent with, any guidance, standard or code published by the Regulator, section 122 of the Housing and Regeneration Act 2008, any other relevant legislation or any code of conduct and/or governance adopted by the Board
- D16 Any Board Member, co-optee or member of a committee, having an interest in any arrangement with the Association or in any arrangement between the Association and a third party shall disclose their interest, before the matter is discussed by the Board or any committee. Such disclosure must comply with any code of conduct and/or governance adopted by the Board from time to time. Unless it is expressly permitted by these Rules they shall not remain present unless requested to do so by the Board or committee, and they shall not have any vote on the matter in question. For these purposes an individual Board Member, committee member or co-optee shall be deemed not to have an interest in relation to permitted benefits applying to the whole Board or the whole committee (as appropriate).
- D17 Subject to rule D18, if a question arises at a meeting of Board Members or of a committee of the Board as to the right of a Board Member, co optee or member of a committee to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair or chair of the committee in the case of a member of a committee, whose ruling in relation to any Board Member, co optee or member of a committee (other than the Chair or chair of the committee) is to be final and conclusive.
- D18 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair or chair of the committee, the question is to be decided by a decision of the Board Members or members of that committee at that meeting, for which purpose the Chair or chair of the committee is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- D19 Any decision of the Board or of a committee shall not be invalid because of the subsequent discovery of an interest which should have been declared.

D20 Every Board Member, co-optee and member of a committee shall ensure that the Secretary at all times has a list of:

D20.1 all other bodies in which they have an interest as:

- a director or officer; or
- as a member of a firm; or
- as an official or elected member of any statutory body; or
- as the owner or controller of more than 2% of a company the shares in which are publicly quoted or more than 10% of any other company; or

D20.2 any property owned or managed by the Association which they occupy; or

D20.3 any other significant or material interest.

D21 If requested by a majority of the Board or members of a committee at a meeting convened specially for the purpose, a Board Member, co-optee or member of a committee failing to disclose an interest as required by these Rules shall vacate their office either permanently or for a period of time as the Board directs.

D22 Notwithstanding rule D15, the Association may:

D22.1 pay properly authorised expenses to Board Members, co-optees and members of committees when actually incurred on the Association's business; and

D22.2 pay insurance premiums in respect of insurance taken out to insure Officers and employees; and

D22.3 pay remuneration or other payments or benefits as approved by the Members (as approved by an ordinary resolution of the Members at a general meeting of the Association and counted in accordance with Rule C9) from time to time PROVIDED THAT the Association shall not be permitted to use the power in this Rule D22.3 unless prior to the use of the power the Members have approved the use of the power by an ordinary resolution passed at general meeting of the Association and with the consent of the Council; and

D22.4 subject to compliance with Section 122 of the Housing and Regeneration Act 2008, and other relevant legislation and subject to compliance with any code of conduct and/or governance adopted by the Board from time to time grant reasonable and proper benefits to Board Members, co-optees and members of committees; and

- D22.5 pay sums incurred by the Association pursuant to the indemnifications permitted under Rule E10; and
- D22.6 grant benefits to Board Members, co-optees or committee members who are beneficiaries which are granted on the same terms and in accordance with the same criteria as they would be granted to any other beneficiary of the Association.
- D23 A Board Member, co-optee or member of a committee shall not have an interest for the purpose of Rules D15 to D20 as a Board Member, director, or Officer of any other Group member.
- D24 D24.1 Board Members, co-optees or members of committees who are Tenants or Resident Leaseholders shall be deemed not to have an interest for the purpose of Rules D15 to D20 in any decision affecting all or a substantial group of Tenants or Resident Leaseholders.
- D24.2 Board Members, co-optees or members of committees who are Council Board Members shall not have an interest for the purposes of Rules D15 to D20 because the Board Member co-optee or member of committee is an elected member of the Council.
- D25 The grant of a tenancy by the Association at the direction of another body to a Board Member, co-optee or member of a committee is not the grant of a benefit for the purpose of Rule D15.

### **Meetings of the Board**

- D26 The Board shall meet at least three times every calendar year. At least five business days' written notice of the date and place of every Board meeting shall be given by the secretary to all Board Members and co-optees. The Board may meet on shorter notice where not less than seventy-five per cent of the Board Members so agree.
- D27 Meetings of the Board may be called by the Secretary, or by the Chair, or by two Board Members who give written notice to the Secretary specifying the business to be carried out. The Secretary shall send a written notice to all Board Members and co-optees to the Board within five business days after receipt of such a request. The Secretary shall call a meeting on at least five but not more than fourteen business days' notice to discuss the specified business. If the Secretary fails to call such a meeting then the Chair or two Board Members, whichever is the case, shall call such a meeting.
- D28 Meetings of the Board or a committee can take place in any manner and through any medium which permits those attending to hear and comment on the proceedings. Any person who attends in this manner will be deemed to be present at the meeting whether or not all are assembled in one place

## **Management and delegation**

- D29 The Board may delegate any of its powers under written terms of reference to its committees, or to Officers or employees or the Tenant and Leaseholder Committee or Tenants and Leaseholders. Those powers shall be exercised in accordance with any written instructions given by the Board.
- D30 The Board may reserve to itself certain significant matters that cannot be delegated to committees or employees or the Tenant and Leaseholder Committee or Tenants and Leaseholders.
- D31 The membership of any committee shall be determined by the Board. Every committee shall include at least one Board Member or co-optee to the Board. The Board may appoint the chair of any committee and shall specify the quorum.
- D32 All acts and proceedings of any committee shall be reported to the Board.
- D33 No committee can incur expenditure on behalf of the Association unless at least one Board Member or co-optee of the Board on the committee has voted in favour of the resolution and the Board has previously approved a budget for the relevant expenditure.

## **Miscellaneous provisions**

- D34 All decisions taken at a Board or any committee meeting in good faith shall be valid even if it is discovered subsequently that there was a defect in the calling of the meeting, or the appointment of the Board Members at a meeting.
- D35 A resolution sent to all Board Members or all members of a committee and signed, or confirmed by Electronic Communication by three-quarters of the Board Members or three-quarters of the members of a committee shall be as valid and effective as if it had been passed at a properly called and constituted meeting of the Board or committee and may consist of documents in the same form and signed or confirmed by Electronic Communication by one or more persons.
- D36 A Board Member acting in good faith shall not be liable to the Association for any loss.
- D37 Notice may be given to Board Members by hand, post or Electronic Communication at the last address for such communication given to the Secretary. The accidental failure to give notice to a Board Member or failure of the Board Member to receive such notice shall not invalidate the proceedings of the Board.

## **PART E CHAIR, CHIEF EXECUTIVE, SECRETARY AND OTHER OFFICERS**

### **The Chair**

- E1 The Association shall have a Chair, who shall chair Board meetings, and shall be elected by the Board on such terms as the Board determines. The Association may also have a vice Chair who, in the Chair's absence, shall act as the Chair and have the Chair's powers and duties and who shall be elected by the Board. The arrangements for election and removal of any vice Chair shall be determined by the Board.
- E2 The Chair and vice Chair on election shall hold office until the commencement of the first Board meeting after the next annual general meeting of the Association (or until they resign as Chair or vice Chair or until the Chair or vice Chair cease to be a Board Member). The first item of business for any Board meeting when there is no Chair or the Chair is not present shall be to elect the Chair. The Chair and vice Chair shall at all times be a Board Member and cannot be an employee.
- E3 In the case of an equality of votes the Chair shall have the casting vote.
- E4 The Chair and/or any vice Chair of the Association may be removed at a Board meeting called for the purpose provided the resolution is passed by at least two thirds of the members of the Board at the meeting.

### **The Chair's responsibilities**

- E5 The Chair's responsibilities will be set out in a written document and agreed by the Board.
- E6 A vice Chair shall exercise the authority of the Chair in the event that the Chair is absent or unable to exercise that authority.

### **The chief executive**

- E7 The Association may have a chief executive appointed by the Board. The chief executive shall be appointed with a written and signed contract of employment, which shall include a clear statement of the duties of the chief executive.

### **The Secretary**

- E8 The Association shall have a Secretary who shall be appointed by the Board and who may be an employee. The Board may also appoint a deputy Secretary (who may also be an employee) to act as Secretary in the Secretary's absence. The Secretary's duties will be clearly set out in writing and agreed by the Board.

## **Other Officers**

- E9            The Board may designate as Officers such other executives, internal auditor and staff of the Association on such terms (including pay) as it from time to time decides.

## **Miscellaneous**

- E10          Every Officer or employee shall be indemnified by the Association for any amount reasonably incurred in the discharge of their duty.
- E11          Except for the consequences of their own dishonesty or negligence no Officer or employee shall be liable for any losses suffered by the Association or any other Group Member.

## **PART F FINANCIAL CONTROL AND AUDIT**

### **Auditor**

- F1 The Association, if required by law to do so, shall appoint an auditor to act in each financial year. They must be qualified as provided by Section 91 of the Act.
- F2 The following cannot act as auditor:
- F2.1 an Officer or employee of the Association;
  - F2.2 a person employed by or employer of, or the partner of, an Officer or employee of the Association.
- F3 An auditor must be appointed by resolution at a general meeting and such resolution must be supported by the Council acting through its nominated representative and by the Board.
- F4 The Board may appoint an auditor to fill a casual vacancy.
- F5 Where an auditor is appointed to audit the accounts for the preceding year, they shall be re-appointed to audit the current year's as well unless:
- F5.1 a general meeting has appointed someone else to act or has resolved that the auditor cannot act; or
  - F5.2 the auditor does not want to act and has told the Association so in writing; or
  - F5.3 the person is not qualified or falls within Rule F2; or
  - F5.4 the auditor has become incapable of acting; or
  - F5.5 notice to appoint another auditor has been given.
- F6
- F6.1 Not less than twenty eight days' notice shall be given for a resolution to appoint another person as auditor, or to forbid a retiring auditor being re- appointed.
  - F6.2 The Association shall send a copy of the resolution to the retiring auditor and also give notice to its Members at the same time and in the same manner, if possible.
  - F6.3 If not, the Association shall give notice by advertising in a local newspaper at least 14 days before the proposed meeting. The retiring auditor can make representations to the Association which must be notified to its Members under Section 95 of the Act.

## **Auditor's duties**

- F7 The findings of the auditor shall be reported to the Association, in accordance with Section 87 of the Act.
- F8 The Board shall produce the revenue account and balance sheet audited by the auditor, and the auditor's report at each annual general meeting. The Board shall also produce its report on the affairs of the Association which shall be signed by the person chairing the meeting which adopts the report.

## **Accounting requirements**

- F9 The end of the accounting year must be a date allowed by the Registrar.
- F10 The Association shall keep proper books of account detailing its transactions, its assets and its liabilities, in accordance with Sections 75 and 76 of the Act.
- F11 The Association shall establish and maintain satisfactory systems of control of its books of account, its cash and all its receipts and payments.

## **Annual returns and balance sheets**

- F12 Every year, within the time specified by legislation, the secretary shall send the Association's annual return to the Registrar. The return shall be up-to-date to the time specified in the Act, or such other date allowed by the Registrar. The annual return shall be accompanied by the auditor's reports for the period of the return and the accounts and balance sheets to which it refers.

## **Borrowing**

- F13 The total borrowings of the Association at any time shall not exceed £500,000,000 (five hundred million pounds) sterling or such a larger sum as the Association determines from time to time in general meeting. For the purposes of this Rule F13 any amount of the Association's borrowings in any currency other than pounds sterling (as may be permitted (or not prohibited) by the Regulator from time to time) shall be converted to sterling at the exchange rate or rates applicable under the related derivative transaction or transactions by which the Association has hedged its exposure to currency exchange rate movements in relation to the principal amount of such borrowings or in the absence of such a rate or rates (in whole or in part) using the official spot exchange rate or rates recognised by the Bank of England for the conversion of that currency or currency unit into sterling at or about 11:00 on the relevant day.
- F14 The rate of interest payable at the time terms of borrowing are agreed on any money borrowed shall not exceed the rate of interest which, in the opinion of the Board, is reasonable having regard to the terms of the loan. The Board may delegate the determination of the said interest rate within specified limits to an Officer, Board Member or a committee.

- F15 F15.1 In respect of any proposed borrowing, for the purposes of Rule F13, and in relation to the amount remaining undischarged of any deferred interest or index-linked monies or amounts on any deep discounted security previously borrowed by the Association, the amount of such pre-existing borrowing shall be deemed to be the amount required to repay such pre-existing borrowing in full if such pre-existing borrowing became repayable in full at the time of the proposed borrowing; and
- F15.2 For the purposes of Rule F13 in respect of any proposed borrowing intended to be on deferred interest or index-linked terms or on any deep discounted security the amount of borrowing shall be deemed to be the proceeds of such proposed borrowing receivable by the Association at the time of the proposed borrowing.
- F15.3 No person dealing in good faith with the Association shall be concerned to know whether Rules F13, F14 and F15 have been complied with.

### **Investment**

- F16 The funds of the Association may be invested by the Board in such manner as it determines.

## **PART G MISCELLANEOUS AND STATUTORY, REGISTERED OFFICE AND NAME**

### **Registered Office and Name**

- G1 The Association's registered office is **Windsor Court, Kingsmead Business Park, Frederick Place, High Wycombe, Bucks, HP11 1JU.**
- G2 The Association's registered name must:
- G2.1 be placed prominently outside every office or place of business; and
  - G2.2 be engraved on its seal; and
  - G2.3 be stated on its business letters, notices, advertisements, official publications, cheques, invoices, website and any other formal corporate communication whether electronic or otherwise.

### **Disputes**

- G3 Any dispute on a matter covered by these Rules shall be referred by either party to a suitably qualified independent mediator for settlement. The mediator shall be appointed by agreement between the parties or, in default of agreement, by the Centre for Effective Dispute Resolution whether the disagreement be as to the qualifications, the identity of the mediator or otherwise. The mediation will be conducted in accordance with the requirements of the mediator. Both parties will be obliged to comply and co-operate with this procedure at each stage and to share equally the costs of appointment of the relevant mediator as referred to above. Costs thereafter will be borne as the mediator will determine. Where the dispute is not resolved by mediation, any claim shall be dealt with in the county court which shall have sole jurisdiction over any dispute arising under these Rules.

### **Minutes, seal, registers and books**

- G4 The minutes of all general meetings and all Board and committee meetings shall be recorded, agreed by the relevant subsequent meeting and signed by whoever chairs the meeting and kept safe.
- G5 The Secretary shall keep the seal. It shall not be used except under the Board's authority. It must be affixed by one Board Member signing and the Secretary countersigning or in such other way as the Board resolves. The Board may in the alternative authorise the execution of deeds in any other way permitted by law.

- G6 The Association must keep at its registered office:
- G6.1 the register of shareholders showing:
- the names and addresses of all the Members; and
  - a statement of all the shares held by each Member and the amount paid for them; and
  - a statement of other property in the Association held by the Member; and
  - the date that each Member was entered in the register of shareholders.
- G6.2 a duplicate register of Members showing the names and addresses of Members and the date they became shareholders.
- G6.3 a register of the names and addresses of the Officers, their offices and the dates on which they assumed those offices as well as a duplicate
- G6.4 a register of holders of any loan
- G6.5 a register of mortgages and charges on land
- G6.6 a copy of the Rules of the Association.
- G7 The Association must display a copy of its latest balance sheet and auditor report (if one is required by law) at its registered office.
- G8 The Association shall give to all Members on request copies of its last annual return with the auditor's report (if one is required by law) on the accounts contained in the return, free of charge.
- G9 The Secretary shall give a copy of these Rules of the Association to any person on demand who pays such reasonable sum as permitted by law.

### **Statutory applications to the FCA**

- G10 Ten Members can apply to the Registrar to appoint an accountant to inspect the books of the Association, provided all ten have been Members of the Association for a twelve month period immediately before their application.
- G11 The Members may apply to the Registrar in order to get the affairs of the Association inspected or to call a special general meeting. One hundred Members, or one-tenth of the Members, whichever is the lesser, must make the application.

## **Amendment of Rules, amalgamations and transfer of engagements**

- G12 G12.1 The Rules of the Association may be rescinded or amended but not so as to stop the Association being a charity, and not without the prior consent of the Regulator where such consent is required by law.
- G12.2 The Rules may only be amended by a resolution put before the general meeting by the Board and approved by a resolution of the Board.
- G12.3 The Rules of the Association can only be amended or rescinded by way of a written resolution or by three-fourths of the votes cast at a general meeting and a Board meeting.
- G12.4 Amended Rules shall be registered with the Registrar as soon as possible after the amendment has been made. An amended Rule is not valid until it is registered.
- G12.5 In addition to the requirements of the Act, any resolution to amalgamate with another society or to transfer engagements to another society must be passed by three fourths of the votes cast at a general meeting.
- G12.6 A copy of the amended Rules shall be sent to the Regulator as soon as possible after registration by the Registrar.

## **Dissolution**

- G13 The Association may be dissolved by a three fourths majority of Members who sign an instrument of dissolution in the prescribed format by winding-up under the Act.
- G14 G14.1 Any property that remains, after the Association is wound-up or dissolved and all debts and liabilities dealt with, the Members may resolve to give or transfer to another charitable body with objects similar to that of the Association.
- G14.2 If no such institution exists, the property shall be transferred or given to the Housing Associations Charitable Trust.
- G14.3 If the Association is registered as a provider of social housing with the Regulator any transfer or gift must be in compliance with the Housing and Regeneration Act 2008 or any other relevant legal and regulatory provisions which exist from time to time.

## Interpretation of terms

- G15 In these Rules, including this Rule, unless the subject matter or context are inconsistent:
- G15.1 words importing the singular or plural shall include the plural and singular respectively;
  - G15.2 words importing gender shall include the male and female genders;
  - G15.3 "the **Act**" shall mean the Co-operative and Community Benefit Societies Act 2014. Any reference to "the Act" shall include any amendment or re-enactment from time to time;
  - G15.4 "**amendment of Rules**" shall include the making of a new Rule and the rescission of a Rule, and "amended" in relation to Rules shall be construed accordingly;
  - G15.5 "the **Association**" shall mean the association of which these are the registered Rules;
  - G15.6 "**Board**" shall mean the Board appointed in accordance with Part D and "**Board Member**" shall mean a member of the Board for the time being but shall not include a person co-opted to the Board under Rule D4;
  - G15.7 "**Business day**" shall mean Monday to Friday (inclusive) but excluding bank holidays;
  - G15.8 "**Chair**" shall mean the person appointed as Chair in accordance with rule E1 and where applicable shall include the vice Chair;
  - G15.9 "**clear days**" in respect of notice for a meeting means a period calculated excluding both the day on which any notice or communication is deemed to be received under these Rules and the date of the meeting;
  - G15.10 "**Derivative Transaction**" means any transaction which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions;

- G15.11 "**Electronic Communication**" shall have the meaning set out in section 148 of the Act;
- G15.12 "**Group Member**" means the Association, each subsidiary of the Association, any body corporate of which the Association is a subsidiary and any subsidiary of such body corporate and for this purpose "subsidiary" has the meaning within the Act and/or the Housing and Regeneration Act 2008 and/or the Companies Act 2006;
- G15.13 "**Council Board Member**" means a Board Member appointed pursuant to Rule D12;
- G15.14 "**Council**" means Wycombe District Council or any successor body;
- G15.15 "**Independent Board Member**" means a Board Member who is appointed in accordance with Rule D9;
- G15.16 "**Leaseholder**" means a person who is the owner of a residential lease granted by the Association or its predecessors in title for an initial term in excess of 90 years;
- G15.17 "**Local Authority Person**" means any person who is:
- a member of the Council or someone who has been within the last four years or the spouse, partner or close relative of such a person;
  - an officer of the Council or the spouse, partner or close relative of such a person (which for these purposes shall not include employees with non- managerial posts apart from housing employees); or
  - a person who is or has been both an employee and either a director, manager, secretary or other similar officer of a company which is under control of the Council;
- G15.18 "**Member**" shall mean one of the persons referred to in Rule C5 and means "member" as defined by the Act;

G15.19 **Notice** shall be deemed to have been received by a person:

- if posted by first class post at least two business days (meaning Monday to Friday but excluding bank holidays) after being posted;
- if sent by Electronic Communication one hour after transmission provided that no transmission notification of non-delivery or error has been received by the person transmitting the communication and the transmission is to the Electronic Communication address for such communication notified by that person to the Secretary;
- if delivered by hand on delivery to the person's address last notified by that person to the Secretary;

G15.20 "**Officer**" shall include the Chair and Secretary of the Association and any Board Member for the time being and such other persons as the Board may appoint under Rule E9;

G15.21 "**Persons claiming through a Member**" shall include their personal representatives and also their nominees where a nomination has been made;

G15.22 "**Property**" shall include all real and personal estate (including loan stock certificates, books and papers);

G15.23 references to any **provision** in any Act shall include reference to such provision as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations made under such provision;

G15.24 "**Register of shareholders**" means the register kept in accordance with Rule G6.1;

G15.25 "**Registrar**" means the Financial Conduct Authority ("FCA"), or any statutory successor carrying on the relevant functions of the FCA;

G15.26 "**Regulator**" means the Homes and Communities Agency acting through its Regulation Committee established pursuant to the Housing and Regeneration Act 2008 or any future body or authority (including any statutory successor) carrying on similar regulatory or supervisory functions;

G15.27 "**Resident Leaseholder**" means a leaseholder who is a resident of a property over which a lease was granted to that leaseholder by the Association or its predecessors in title;

- G15.28 "these **Rules**" shall mean the registered rules of the Association for the time being;
- G15.29 "**Secretary**" means the officer appointed by the Board to be the secretary of the Association or other person authorised by the Board to act as the secretary's deputy;
- G15.30 "**Social Housing**" means low cost rental accommodation and low cost home ownership accommodation as defined in sections 68 to 77 of the Housing and Regeneration Act 2008;
- G15.31 "**Special Resolution**" means a resolution at a general meeting passed by a two thirds majority of all Members who vote in person or by proxy;
- G15.32 "**Tenant**" means a person who alone or jointly with others hold a tenancy or licence to occupy the Association's premises or the premises of any other Group Member for residential use;
- G15.33 "**Tenant and Leaseholder Committee**" means the group of elected tenants and leaseholders established to represent the views of the Association's Tenants and Leaseholders;
- G15.34 "**Tenant and Leaseholder Member**" means a Member who is either a Tenant or a Resident Leaseholder;
- G15.35 "**Industrial and Provident Society**" shall mean a registered society within the meaning of Section 1(b) of the Co-operative and Community Benefit Societies Act 2014.