

## **Constitution of Windsor Walk Housing Association Limited**

**Date of constitution: 16 April 2020**

1. Windsor Walk Housing Association Limited is a Registered Society (No: 19228R) with charitable purposes under the Co-operative and Community Benefit Societies Act (2014). Windsor Walk Housing Association Limited will conduct its business in compliance with this Act and any other relevant Acts or regulations.

### **2. Society's Registered Office**

25 Therapia Road, East Dulwich, London SE22 0SF

### **3. The objectives of the Windsor Walk Housing Association Limited are to:**

- Provide supported accommodation to individuals who have experienced and continue to experience mental health problems;
- Support these individuals to live successfully in the community experiencing the optimum quality of life;
- Promote the independence of these individuals; and
- Work with other organisations, both statutory and voluntary, to promote psychological well-being and to ameliorate the stigma often associated with mental ill-health.

Nothing in this constitution shall authorise an application of the property of Windsor Walk Housing Association for the purposes which are not consonant with the objectives of the Association and in accordance with the requirements of the Co-operative and Community Benefit Societies Act (2014).

### **4. Powers**

Windsor Walk Housing Association has the power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, Windsor Walk Housing Association has power to:

- (1) Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed, in accordance with any statutory

regulations which might apply at that time, if it wishes to mortgage land. The maximum amount in total (i.e. the sum of all borrowings) must not exceed £1m;

(2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(3) sell, lease or otherwise dispose of all or any part of the property belonging to Windsor Walk Housing Association. In exercising this power, Windsor Walk Housing Association must act in accordance with any statutory regulations which might apply at that time.

**(4) Investment of its funds:**

- Cash amount that can be invested: cash amount defined in the reserves policy, plus known capital expenditure for coming 6 months can only be invested in an instant access savings product or similar. Cash amounts in excess of this may be invested in fixed term savings products with a maximum duration of 12 months
- Allowed investment types: instant access savings accounts, fixed term savings account up to 12 months duration
- Approval: opening of any bank / savings accounts must be approved by a quorate meeting of the Management Committee. The Treasurer must be in attendance

**5. Application of income and property**

(1) The income and property of Windsor Walk Housing Association must be applied solely towards the promotion of the objects.

(a) A Member of the Committee of Management is entitled to be reimbursed from the property of Windsor Walk Housing Association or may be paid out of such property reasonable expenses properly incurred by him or her when acting on behalf of Windsor Walk Housing Association.

(b) A Member of the Committee of Management may benefit from indemnity insurance cover purchased at expense Windsor Walk Housing Association.

(2) None of the income or property of Windsor Walk Housing Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of Windsor Walk Housing Association.

(3) Nothing in this clause shall prevent a Member of the Committee of Management or connected person receiving any benefit or payment which is authorised by Clause 6.

## **6. Obligations of Shareholders**

(1) All Shareholders agree to be bound by the obligations on them as set out in these Rules. When acting as Shareholder 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**

(2) 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.

(3) Only shares held by the nominee of an unincorporated body (alone or jointly with other nominees) can be transferred and only to a new nominee of that unincorporated body (alone or jointly with other nominees).

(4) When a Shareholder ceases to be a Shareholder 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 Shareholders**

(5) A Shareholder of the Association is a person or body whose name and address is entered in the Register of Shareholders.

(6) The following cannot be Shareholders:

(a) a minor;

(b) a person who has been expelled as a Shareholder, unless authorised by special resolution at a General Meeting;

(c) an employee of the Association or an employee of any other group Member;

(d) a person who has been removed by the Board;

(e) 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 Shareholder and may remain so for more than three months.

(7) A Shareholder can be the nominee of an unincorporated body. In such cases the register shall contain the name and address of the Shareholder and shall designate the Shareholder as the nominee of a named unincorporated body. The address of the unincorporated body shall also be entered in the register if it differs from the address of the Shareholder nominee.

(8) A corporate body can be a Shareholder. It can appoint an individual to exercise its rights at General Meetings. Any such appointment shall be in writing, and given to the Secretary.

(9) No Shareholder shall hold more than one share and each share shall carry only one vote.

(10) A share cannot be held jointly unless by nominees of an unincorporated body.

### **Admission of Shareholders**

(11) The Board shall set, review and publish its policies and objectives for admitting new Shareholders. The Board shall only admit new Shareholders in accordance with such policies.

(12) An applicant for a share shall apply in writing to the Association's registered office:

(a) setting out their reasons for applying and how they meet any criteria set by the Association's policies under rule 6,11; and

(b) pay the sum of one pound (which shall be returned to them if the application is not approved).

(13) Every application shall be considered by the Board in accordance with rule 6,11. 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. One share in the Association shall be issued to the applicant.

### **Ending of shareholding**

(14) A Shareholder shall immediately cease to be a Shareholder if:

(a) they die; or

(b) they are expelled; or

(c) they withdraw from the Association by giving notice to the Secretary, which shall be effective on receipt, unless they are one of the last three remaining Shareholders, in which case they must provide at least one month's written notice of the withdrawal to the Secretary; or

(d) they do not attend in person or appoint a proxy in respect of, nor deliver written apologies in advance for two consecutive annual General Meetings of the Association; or

(e) in the case of a body corporate it ceases to be a body corporate; or

(f) in the case of the nominee of an unincorporated body, they transfer their share to another nominee of that body; or

(g) they cease to be eligible to be a Shareholder under rule 6,6; or

(h) having been a Board Member or a member of a committee, they cease to be a Board Member or member of a committee (unless the Board in its absolute discretion resolves that they shall remain as a Shareholder); or

(i) they are a Resident 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 of the following types of court order: anti-social behaviour order, antisocial behaviour injunction, demoted tenancy, or closure order; or

(j) they are a Resident 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 Shareholder upon failing to meet the terms of the order.

(15) A Shareholder may only be expelled by a Special Resolution at a special General Meeting called by the Board provided that the following rules apply to the process:

(a) The Board must give the Shareholder at least one month's notice in writing of the General Meeting. The notice to the Shareholder must set out the particulars of the complaint of conduct detrimental to the Association and must request the Shareholder to attend the meeting to answer the complaint.

(b) At the General Meeting called for this purpose the Shareholders shall consider the evidence presented by the Board and by the Shareholder (if any). The meeting may take place even if the Shareholder does not attend.

(c) If the resolution to expel the Shareholder is passed in accordance with this rule, the Shareholder shall immediately cease to be a Shareholder.

## **7. Benefits and payments to a Member of the Committee of Management and connected persons**

### **(1) General provisions**

No Member of the Committee of Management or connected person may:

- (a) buy or receive any goods or services from Windsor Walk Housing Association on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to Windsor Walk Housing Association;
- (c) be employed by, or receive any remuneration from, Windsor Walk Housing Association;
- (d) receive any other financial benefit from Windsor Walk Housing Association; unless the payment or benefit is permitted by sub-clause (2) of this clause.

(2) Scope and powers permitting a Member of the Committee of Management or connected persons' benefits

(a) A Member of the Committee of Management or connected person may receive a benefit from Windsor Walk Housing Association as a beneficiary of Windsor Walk Housing Association provided that a majority of the trustees do not benefit in this way.

(c) Subject to sub-clause (3) of this clause a Member of the Committee of Management or connected person may provide Windsor Walk Housing Association with goods or services.

(d) A Member of the Committee of Management or connected person may receive interest on money lent to Windsor Walk Housing Association at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

(e) A Member of the Committee of Management or connected person may receive rent for premises let by the trustee or connected person to Windsor Walk Housing Association. The amount of the rent and the other terms of the lease must be reasonable and proper. The Member of the Committee of Management concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(f) A Member of the Committee of Management or connected person may take part in the normal trading and fundraising activities of Windsor Walk Housing Association on the same terms as members of the public.

(3) Payment for supply of goods only – controls

Windsor Walk Housing Association and the Members of its the Committee of Management may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods or services is set out in a written agreement between Windsor Walk Housing Association and the Member of the Committee of Management or connected person supplying the goods (“the supplier”).
- (b) The amount or maximum amount of the payment for the goods or services does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other Members of the Committee of Management are satisfied that it is in the best interests of Windsor Walk Housing Association to contract with the supplier rather than with someone who is not a Member of the Committee of Management or connected person. In reaching that decision the Members of the Committee of Management must balance the advantage of contracting with a Member of the Committee of Management or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to Windsor Walk Housing Association.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Members of the Committee of Management is present at the meeting.
- (f) The reason for their decision is recorded by Members of the Committee of Management in the signed minutes of the meeting.
- (g) A majority of the Members of the Committee of Management then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:



(a) Windsor Walk Housing Association includes any company in which Windsor Walk Housing Association:

- (i) holds more than 50% of the shares; or
- (ii) controls more than 50% of the voting rights attached to the shares; or
- (iii) has the right to appoint one or more directors to the board of the company;

(b) “connected person” includes any person within the definition set out in clause [30] (Interpretation).

## **8. Conflicts of interest and conflicts of loyalty**

A Member of the Committee of Management:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with Windsor Walk Housing Association or in any transaction or arrangement entered into by Windsor Walk Housing Association which has not previously been declared; and
- (2) absent himself or herself from any discussions of Members of the Committee of Management in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of Windsor Walk Housing Association and any personal interest (including but not limited to any financial interest).

Any Member of the Committee of Management absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Member of the Committee of Management on the matter.

## **9. Liability of members to contribute to the assets of Windsor Walk Housing Association if it is wound up**

If Windsor Walk Housing Association is wound up, the Members of the Committee of Management of Windsor Walk Housing Association have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **10. Member of the Committee of Management**

(1) Functions and duties of Members of the Committee of Management

Member of the Committee of Management shall manage the affairs of Windsor Walk Housing Association and may for that purpose exercise all the powers of Windsor Walk Housing Association. It is the duty of each Member of the Committee of Management:

(a) to exercise his or her powers and to perform his or her functions in his or her capacity as a Member of the Committee of Management of Windsor Walk Housing Association in the way he or she decides in good faith would be most likely to further the purposes of Windsor Walk Housing Association; and

(b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

(i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,

(ii) if he or she acts as a Member of the Committee of Management of Windsor Walk Housing Association in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for Membership of the Committee of Management

(a) Every Member of the Committee of Management must be a natural person.

(b) No individual may be appointed as a Member of the Committee of Management of Windsor Walk Housing Association:

if he or she is under the age of 18 years; or if he or she would automatically cease to hold office under the provisions of clause [12(1)(e)].

(c) No one is entitled to act as a Member of the Committee of Management whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way Windsor Walk Housing

Association decide, his or her acceptance of the office of Member of the Committee of Management.

(d) Every Member of the Committee of Management must hold a current DBS certificate which must be renewed, and disclosed to Windsor Walk Housing Association, at least every three years or whenever Windsor Walk Housing Association requests this.

(3) Number of Members of the Committee of Management

(a) There must be at least three Member of the Committee of Management. If the number falls below this minimum, the remaining Member or Members of the Committee of Management may act only to call a meeting of the Member of the Committee of Management, or appoint a new Member(s) of the Committee of Management.

(b) The maximum number of Members of the Committee of Management is 12. Windsor Walk Housing Association's Committee of Management may not appoint any Member of the Committee of Management if as a result the number of Members of the Committee of Management would exceed the maximum.

(4) Members of the Committee of Management at the adoption of this constitution

Ms S Brown	appointed for three years
Mr C Chambers	appointed for three years
Mr R Owen	appointed for three years
Mrs V Spence	appointed for three years

**11. Appointment of Members of the Committee of Management**

(1) Apart from the Members of the Committee of Management at the adoption of this constitution, every trustee must be appointed: for an initial term of one year term, and may be subsequently appointed for a term of three years by a resolution

passed at a properly convened meeting of the Member of the Committee of Management of Windsor Walk Housing Association.

(2) In selecting individuals for appointment as Member of the Committee of Management, the Members of the Committee of Management must have regard to the skills, knowledge and experience needed for the effective administration of Windsor Walk Housing Association.

## **12. Information for new Members of the Committee of Management**

The Members of the Committee of Management will make available to each new Member of the Committee of Management, on or before his or her first appointment:

- (a) a copy of the current version of this constitution; and
- (b) a copy of Windsor Walk Housing Association's latest Annual Report and statement of accounts.

## **13. Retirement and removal of a Member of the Committee of Management**

(1) A Member of the Committee of Management ceases to hold office if he or she:

- (a) retires by notifying Windsor Walk Housing Association in writing (but only if enough Members of the Committee of Management will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- (b) is absent without the permission of the Members of the Committee of Management from three consecutive meetings and the Members of the Committee of Management resolve that his or her office be vacated;
- (c) dies;
- (d) in the written opinion, given to Windsor Walk Housing Association, of a registered and appropriately qualified practitioner treating or having assessed that person, that s/he has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) is disqualified from acting as a company director, Member of the Committee of Management of a Registered, Co-operative or Community Benefit Society or trustee of a charity.

(f) is not able to provide the expertise, guidance, or time to actively support Windsor Walk Housing Association to realise its objectives. If the Member and the Chair are unable to agree of what an appropriate contribution to the Association consists, a decision regarding the ongoing participation of that Member will be put to a vote of the Members of the Committee of Management.

(2) Any person retiring as a Member of the Committee of Management is eligible for reappointment.

#### **14. Taking of decisions by Member of the Committee of Management**

Any decision may be taken either:

- (i) at a meeting of the Members of the Committee of Management; or
- (ii) by resolution in writing or electronic form agreed by all the Members of the Committee of Management, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more Members of the Committee of Management has signified their agreement.

#### **15. Delegation by Members of the Committee of Management**

(1) The Members of the Committee of Management may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The Members of the Committee of Management may at any time alter those terms and conditions, or revoke the delegation.

(2) This power is subject to the following requirements:

- (a) a committee may consist of two or more persons, but at least one member of each committee must be a Member of the Committee of Management;
- (b) the acts and proceedings of any committee must be brought to the attention of the Members of the Committee of Management as a whole as soon as is reasonably practicable; and

(c) the Members of the Committee of Management shall from time to time review the arrangements which they have made for the delegation of their powers.

## **16. Meetings of Member of the Committee of Management**

### **(1) Calling meetings**

(a) Any Member of the Committee of Management may call a meeting of the Members of the Committee of Management.

(b) Subject to that, the Members of the Committee of Management shall decide how their meetings are to be called, and what notice is required.

### **(2) Chairing of meetings**

The Members of the Committee of Management will appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 15 minutes after the time of the meeting, the Members of the Committee of Management present may appoint one of their number to chair meeting.

### **(3) Procedure at meetings**

(a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three Members of the Committee of Management or the number nearest to one third of the total number of Member of the Committee of Management, whichever is greater, or such larger number as the Member of the Committee of Management may decide from time to time. A Member of the Committee of Management shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

(b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

(c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

### **(4) Participation in meetings by electronic means**

(a) A meeting may be held by suitable electronic means agreed by the Members of the Committee of Management in which each participant may communicate with all the other participants.

(b) Any Member of the Committee of Management participating at a meeting by suitable electronic means agreed by the Members of the Committee of Management in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

(c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

### **17. Membership of Windsor Walk Housing Association**

(1) The members of Windsor Walk Housing Association shall be the Members of its Committee of Management. The only persons eligible to be members of Windsor Walk Housing Association are its Members of the Committee of Management. Membership of Windsor Walk Housing Association cannot be transferred to anyone else.

(2) Any Member of the Committee of Management who ceases to be a Member of the Committee of Management automatically ceases to be a member of Windsor Walk Housing Association.

### **18. Informal or associate (non-voting) membership**

(1) The Members of the Committee of Management may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

(2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members.

### **19. Decisions which must be made by the members of Windsor Walk Housing Association**

(1) Any decision to:

- (a) amend the constitution of Windsor Walk Housing Association;
- (b) amalgamate Windsor Walk Housing Association with, or transfer its undertaking to, one or more other organisations with a similar purpose;
- (c) wind up or dissolve Windsor Walk Housing Association (including transferring its business to any other organisation, society or charity) must be made by a resolution of the members of Windsor Walk Housing Association where there are members other than Members of the Committee of Management.

(2) Decisions of the members may be made either:

- (a) by resolution at a general meeting; or
- (b) by resolution in writing, in accordance with sub-clause (4) of this clause.

(3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), and the provisions of any relevant statutory regulations as may be applicable at that time. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

(4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

- (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
- (b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as Windsor Walk Housing Association has specified.



The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of Windsor Walk Housing Association on the date when the proposal is first circulated.

## **20. General meetings of members**

### **(1) Calling of general meetings of members**

The Member of the Committee of Management may designate any of their meetings as a general meeting of the members of Windsor Walk Housing Association. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of Windsor Walk Housing Association as specified in clause [18] (Decisions which must be made by the members of Windsor Walk Housing Association).

### **(2) Notice of general meetings of members**

(a) The minimum period of notice required to hold a general meeting of the members of Windsor Walk Housing Association is 14 days.

(b) Except where a specified period of notice is strictly required by another clause in this constitution, or by statute, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of Windsor Walk Housing Association.

(c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

### **(3) Procedure at general meetings of members**

The provisions in clause 15 (2)-(4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to Members of the Committee of Management to be taken as references to members.

## **21. Saving provisions**

(1) Subject to sub-clause (2) of this clause, all decisions of the Members of the Committee of Management, or of a committee of Members of the Committee of Management, shall be valid notwithstanding the participation in any vote of a Member of the Committee of Management:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that Member of the Committee of Management and that Member of the Committee of Management being counted in the quorum, the decision has been made by a majority of the Member of the Committee of Management at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a Member of the Committee of Management to keep any benefit that may be conferred upon him or her by a resolution of the Members of the Committee of Management or of a committee of Members of the Committee of Management if, but for sub-clause (1), the resolution would have been void, or if the Member of the Committee of Management has not complied with clause 7 (Conflicts of interest).

## **22. Execution of documents**

(1) Windsor Walk Housing Association shall execute documents either by signature or by affixing its seal.

(2) A document is validly executed by signature if it is signed by at least two of the Member of the Committee of Management.

(3) The seal must only be used by the authority of the Members of the Committee of Management or of a committee of Members of the Committee of Management duly authorised by the Members of the Committee of Management. The Members of the Committee of Management may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two Members of the Committee of Management.

## **23. Use of electronic communications**

(1) Windsor Walk Housing Association:

(a) provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

(2) To Windsor Walk Housing Association

Any Member or Members of the Committee of Management of Windsor Walk Housing Association may communicate electronically with Windsor Walk Housing Association to an address specified by Windsor Walk Housing Association for the purpose, so long as the communication is authenticated in a manner which is satisfactory to Windsor Walk Housing Association.

(3) By Windsor Walk Housing Association

(a) Any Member or Members of the Committee of Management of Windsor Walk Housing Association, by providing Windsor Walk Housing Association with his or her email address or similar, is taken to have agreed to receive communications from Windsor Walk Housing Association in electronic form at that address, unless the member has indicated to Windsor Walk Housing Association his or her unwillingness to receive such communications in that form.

(b) The Members of the Committee of Management may, subject to compliance with any legal requirements, by means of publication on its website:

(i) provide the members with the notice referred to in clause 19(2) (Notice of general meetings);

(ii) give Members of the Committee of Management notice of their meetings in accordance with clause 15(1) (Calling meetings); and (iii) submit any proposal to the Members or Member of the Committee of Management for decision by written resolution or postal vote in accordance with Windsor Walk Housing Association's powers under clause 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing), or the provisions for postal voting.

(c) The Members of the Committee of Management must –

- (i) take reasonable steps to ensure that members and Members of the Committee of Management are promptly notified of the publication of any such notice or proposal; and
- (ii) send any such notice or proposal in hard copy form to any member or Member of the Committee of Management who has not consented to receive communications in electronic form.

## **24. Keeping of Registers**

Windsor Walk Housing Association must comply with its obligations in relation to the keeping of, and provision of access to, a register of its members and Members of the Committee of Management.

## **25. Minutes**

The Members of the Committee of Management must keep minutes of all:

- (1) appointments of officers made by the Members of the Committee of Management;
- (2) proceedings at general meetings of Windsor Walk Housing Association;
- (3) meetings of the Members of the Committee of Management and committees of Members of the Committee of Management including:
  - the names of the Members of the Committee of Management present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;
- (4) decisions made by the Members of the Committee of Management otherwise than in meetings.

## **26. Accounting records, accounts, annual reports and returns, register maintenance**

The members shall vote annually, as allowed by section 84 of the Co-operative and Community Benefit Societies Act 2014, at the Annual General Meeting, to have, when necessary in law or where the membership requires:

- an audit carried out by a qualified auditor

- an audit carried out by two or more lay auditors
- a report by a qualified auditor
- or unaudited accounts, where the conditions for such exist.

If a full audit or a report is required, a person who is a qualified auditor under section 91 of the Co-operative and Community Benefit Societies Act 2014 shall be appointed. The qualified or lay auditors, if so appointed, shall not be officers or servants of the society and nor shall they be partners of, or in the employment of, or employ, an officer or servant of the society. Lay auditors shall be chosen by the Committee of Management from the general membership and/or others. If the membership vote for unaudited accounts, the society's income/expenditure ledger shall be scrutinised by the secretary and committee members only and signed, as a true record, by the secretary and two committee members or any other number as may be required by legislation. An income/expenditure report will be prepared to present to the society's members at each Annual General Meeting.

## **27. Rules**

The Members of the Committee of Management may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of Windsor Walk Housing Association, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of Windsor Walk Housing Association on request. A fee may be charged for the provision of the rules. However, no fee is payable where the request is made by a member of the society who has not previously been given a copy of those rules.

## **28. Disputes**

If a dispute arises between members of Windsor Walk Housing Association about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **29. Amendment of constitution**

(1) This constitution can only be amended:

- (a) by resolution agreed in writing by all members of Windsor Walk Housing Association; or
- (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of Windsor Walk Housing Association called in accordance with clause 19 (General meetings of members).

## **30. Voluntary winding up or dissolution**

(1) Windsor Walk Housing Association may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve Windsor Walk Housing Association can only be made:

- (a) at a general meeting of the members of Windsor Walk Housing Association called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
  - (i) by a resolution passed by a 75% majority of those voting, or
  - (ii) the society may be dissolved by a three-fourths majority who sign an instrument of dissolution in the prescribed format or by winding-up under the Act

(2) Subject to the payment of all Windsor Walk Housing Association's debts:

- (a) Any resolution for the winding up of Windsor Walk Housing Association, or for the dissolution of Windsor Walk Housing Association without winding up, may contain a provision directing how any remaining assets of Windsor Walk Housing Association shall be applied.
- (b) If the resolution does not contain such a provision, the Members of the Committee of Management must decide how any remaining assets of Windsor Walk Housing Association shall be applied.
- (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of Windsor Walk Housing Association.

### **31. Interpretation**

In this constitution:

**“Connected person”** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Member of the Committee of Management;
- (b) the spouse or civil partner of the Member of the Committee of Management or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Member of the Committee of Management or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
  - (i) by a Member of the Committee of Management or any connected person falling within sub-clause (a), (b), or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
  - (i) a Member of the Committee of Management or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

**“Member of the Committee of Management”** means a Member of the Committee of Management of Windsor Walk Housing Association.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.