
Model Rules

Items in green to be edited by the user

Rules for (name)

– an unincorporated,
non-charitable association

Rules

This agreement creates and governs (the association) - an unincorporated, non-charitable association formed to operate a Local Management Agreement at (location).

1 Name

The association is known as (name) ('the association').

2 Term

The association exists from the date of this agreement, until and unless it is wound up in line with 15 below.

Or:

The association exists for a fixed period of (weeks, months, years) from the date of this agreement, or until (date), whichever is the earlier.

3 Address

The address for correspondence and service of notices on the association is:

??????????????

??????????????

??????????????

4 Objects

The objects of the association are to:

- Perform the obligations of a Local Management Agreement to provide housing and/or other related services at (location).
- To promote the interests of its members and take action to benefit its members.
- To negotiate and work with (??? Council) ('the Council'), contractors, suppliers and other third parties to provide services under the Local Management Agreement.
- To cooperate with members and other individuals, associations and agencies in matters of mutual interest.

5 Powers

The association has the authority to fulfill the obligations of the Local Management Agreement at (location), including:

- Carrying out works to land and buildings

- Negotiating and entering into necessary contracts and other legal agreements
- Receiving and handling money necessary to meet the obligations of the Agreement and the association's objects
- Appointing and monitoring the performance of contractors and other third parties to provide local services
- Taking out and maintaining insurance to protect its assets, members and activities.

6 Membership

All residents holding a legal tenancy, lease, sub-lease, freehold or commonhold in (location) during the term of this agreement are automatically deemed to be members of the association. This membership lasts for as long

as the resident maintains their sole or principal home in the area known as (location) and marked on the plan in appendix 1.

Residents may opt out of membership of the association, by written notice to the trustees if:

- (reasonable grounds for opt out)

or

- (reasonable grounds for opt out)

Unless otherwise provided for in 7 below, all members of the association are eligible to stand and act as trustees.

7 Trustees and Officers

The day-to-day business of the association is carried out by the (number - two to five) trustees, named in appendix 2, or their successors in accordance with 8 below.

The trustees are appointed by:

- Automatic election as a Committee Officer of the XXX residents' group
- Unopposed self-nomination
- Ballot of the association's members
- Co-option
- (Other method)

Trustees are appointed at each Annual General Meeting (or a properly convened Special General Meeting) and serve for a fixed term of (two years). Retiring trustees can be reappointed for a second and further terms.

From their number, the trustees appoint and maintain the following Officers with specific responsibilities:

- Chair (with overall responsibility for the association's activities)
- Treasurer (with responsibility for the association's finances)
- Secretary (with responsibility for the association's membership and administration).

Subject to the maximum number of (five) trustees, the association may co-opt up to (two) additional trustees with relevant qualifications or experience, even if they are not eligible to be members of the association. Co-opted trustees can be appointed and serve on the same terms as other trustees.

Officers serve a fixed term of (one year). Retiring Officers can be reappointed for a second and further terms in the same post(s). A trustee cannot hold more than two Officer posts at the same time.

8 Succession

Trustees may leave the association and discharge their responsibilities if they:

- No longer have their sole or principal home in (location)
- Retire from their role(s) due to ill health or other personal reasons
- Resign as a trustee by giving (two months') written notice to the association.

New trustees can be appointed at any time, in line with the arrangements in 7 above.

9 Meetings

The trustees hold at least four ordinary general meetings per year at approximately quarterly intervals, to review the association's activities and agree necessary management action. The quorum for a general meeting is (two) trustees.

The association also publicises and holds an Annual General Meeting, open to all its members each year to:

- Receive the trustees' written annual report of the association's activities
- Approve any fees payable to trustees
- Appoint new trustees and officers as required
- Agree any changes to the association's rules.

The quorum for an Annual General Meeting is (five) members of the association.

Members of the association may request a Special General Meeting at any time, by

submitting a written request to the trustees, signed by at least (five) members. The trustees must arrange, publicise and hold a meeting within (28 days) of any such request, and take reasonable steps to publicise the details of meeting through normal local media and channels.

All votes at the association's meetings are decided by a simple majority of those present and eligible to vote, with the Chair (or his/her acting deputy) having a second, casting vote to avoid deadlock.

10 Money

The trustees may open and maintain bank and other accounts as necessary to achieve the association's objects. The Treasurer is responsible for establishing and keeping accurate written records of the association's finances, and making these available for independent inspection or audit at any time.

All money received by the association must be used to contribute to achieving its objects.

The approval and signatures of two trustees are required for all transactions of the association's funds.

Trustees and other members acting on behalf of the association are entitled to recover any reasonable expenses they incur in performing their duties.

Trustees are entitled to claim a gross annual fee of up to (£amount) each per year, subject to a valid vote at an Annual General Meeting.

If the association is wound up in line with 15 below, any money held, owed, or owed to it must be accounted for and applied to its objects, or returned to the Council by the outgoing trustees.

11 Insurance and indemnity

The association arranges and maintains trustee's indemnity cover to a limit of (£amount) for each individual per year. This insures trustees against claims and losses arising from the performance of their duties, so long as they act honestly, and in good faith.

And/or:

The Council indemnifies individual trustees against claims, personal liabilities and losses arising from the performance of their duties, so long as they act honestly, and in good faith. This indemnity is limited to (£amount) for each individual per year.

Trustees' (insurance/indemnity) protects members from claims both when they are in post as trustees, and afterwards during any limitation period for liability.

The association arranges and maintains other insurance as required to achieve its

objects and/or ensures that contractors and suppliers have the appropriate insurance cover.

The association's obligation to maintain insurance is subject to the relevant form and level of cover being available at reasonable expense, and any terms, excess or other conditions required by the insurers.

12 Equality, diversity and fairness

The association must conduct its business and membership in line with the Council's policies and obligations for equality and diversity.

The association and its trustees will not unlawfully or unreasonably discriminate or treat anyone less favourably because of their race, colour, nationality, culture, religion, beliefs, age, disability, sex, gender, sexuality, household composition, economic status, lifestyle, or for any other reason.

The association has an active duty to promote openness, equality, diversity and fairness in all its conduct and activities.

13 Conduct and respect

Members of the association are required to treat each other and third parties with courtesy and respect in all activities connected to the association.

Trustees have a particular duty to behave in an honest, responsible way to discharge their duties diligently, and maintain positive relationships with each other, members, the Council and other third parties.

Trustees who manifestly fail to meet these standards may have their trustee status removed by a valid vote at an Annual General or Special General meeting.

14 Changing the agreement

This agreement can be altered or added to only by a valid vote at a properly convened Annual General or Special General Meeting.

Any proposed changes must be notified in writing to the trustees and the Council at least (14 days) before a vote to approve the change.

15 Ending the agreement

This agreement can be brought to an end, and the association wound up, only by a valid vote at a properly convened Annual General or Special General Meeting, or by expiry of any fixed term in 2 above.

Any proposal to end the agreement must be notified in writing to the trustees and the Council at least (28 days) before a vote to approve the change.

A vote to the end the agreement cannot be taken while the association has any financial, service or other obligations outstanding or in force. The opinion of a majority of currently named and serving trustees shall decide whether or not such liabilities remain.

16 Non-partnership and jurisdiction

This agreement does not create a legal partnership. The agreement and the association are subject to the law of England and Wales.

17 Appendices

- 1 Plan of the area covered by the association.
- 2 Trustees of the association
- 3 The association's Local Management Agreement with the Council dated ??/??/??
- (4 Other)

18 Trustees' signatures

Trustee 1

Name

Signature

Date

Trustee 2

Name

Signature

Date

Trustee 3

Name

Signature

Date

Trustee 4

Name

Signature

Date

Trustee 5

Name

Signature

Date