

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

1. NAME

The name of the group is the ***Glasgow and the Eilean Siar RTO Regional Network***. In terms of this network, Glasgow consists of 4 distinct geographical areas (north, south, east and west) with the Eilean Siar being one geographical area.

2. AIM

The aims of the Network are to:

1. Promote and uphold our members' rights and interests at national policy level in areas such as housing, planning, community regeneration, the environment and community safety and any other related issues that affect our Members from the Glasgow and the Western Isles areas.
2. Work with the Scottish Government and other relevant organisations in pursuit of community interests while ensuring representativeness.
3. Work with the Scottish Government and other national agencies in developing and influencing national policy.
4. Respond and develop effectively and professionally to Scottish Government Consultations.
5. Encourage the sharing of information between all Regional Networks, the RTOs we represent (our Members) and the Scottish Government and other related organisations.
6. Increase awareness of the Regional Network and the RTO movement as a whole within Scotland.
7. Work to develop a sustainable national network supportive of the aims of the network as a whole.

3. POWERS

- The committee is empowered by the Network to further the aims as set out in Section 2.
- All money provided shall be applied to further our aims and for no other purpose.

4. MEMBERSHIP

Membership is open to all tenant and residents groups who meet the criteria of a Registered Tenants Organisation as per the Housing (Scotland) Act 2001, in this Act, "registered tenant organisation", in relation to a landlord, means a body for the time being registered in the register of tenant organisations maintained by the landlord (Section 53.6)

CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION (RTO) REGIONAL NETWORK

All RTOs within the 2 Local Authority areas of Glasgow and Eilean Siar immediately qualify as members and may opt out if they wish. The Hebridean Housing Partnership of Eilean Siar recognises the role of a Village Voice (Appendix 1) as a elected representative of tenants views within a defined geographical area. The Village Voice is a member of the Western Isles Residents Forum which is a Registered Tenant Organisation and as such are members through their membership of the Residents Forum. If this status were to change, then their membership status would require to be reviewed.

Half of the committee would fully consider the circumstances of the case and decide on whether the member should be suspended.

The member should have a right of appeal and if they wish to use this right then the other half of the committee (not involved in the initial suspension) would hear the appeal and make the final decision.

It is suggested that both decisions should be made on the basis of on having a majority in favour.

The Committee will uphold equal opportunities and work towards good relations amongst all Members, especially prohibiting any conduct which discriminates on the grounds of race, religion, disability, geographical location, political belief, age, gender or sexual orientation.

5. THE COMMITTEE

The Committee will manage the affairs of the Regional Network covering the 2 Local Authority Areas of Glasgow (comprising 4 areas - north, south, east and west) and the Eilean Siar (comprising one area).

The Committee will:

- be elected from the body of the Network from an initial full membership nominations process and postal vote and thereafter at each AGM. It shall consist of **10** members, with each area nominating **2** from amongst its number, who shall serve for the period of **3** years. **One per area (50%)** of the Committee shall stand down at each AGM and **will** be eligible for re-election. **Those 50% remaining** must stand down at the subsequent AGM.
- elect from amongst its membership, a Chairperson, Vice Chairpersons, Secretary and Treasurer. Such persons, having been duly nominated and elected, shall be known as the "Office-bearers" of the Committee. All such Officers shall hold this position for the period of one year from the AGM until the next AGM when they shall be eligible for re-election.

CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION (RTO) REGIONAL NETWORK

- no committee member shall fill more than one position and must at no time be related by birth or marriage or reside at the same address as another committee member.
- if someone has to stand down from the Committee, the relevant RTO will be asked to put forward a replacement Member who will have full voting rights. This Member will stand down at the following AGM.
- have the power to co-opt non-voting members on to the committee during the course of the year to fulfill a particular role or facilitate a particular project and for a specific time.
- welcome any member and invited non-member who wishes to attend committee meetings as an observer. Confidential or sensitive matters will not be disclosed to such an observer and will be discussed in private.
- meet at least 4 times per year with a quorum of 6 committee Members
- consider and carry out all policy related matters and general management affairs of the Network in accordance with the wishes of the Network.
- take a minute of all meetings which will be sent out to all members and publicly available in accordance with the communication strategy. These will be easily accessed by our Members and the Scottish Government. The Committee will not disclose any information of a confidential nature, as detailed in Appendix 2.
- take action against any committee member who has failed to attend three consecutive meetings without apologies by assuming they have resigned their position on the committee.
- The management of the affairs and the implementation of decisions made by the network shall be directed by the Committee which is accountable to the membership through regular reports to members.
- The Committee shall always strive to make decisions by consensus.
- All decisions made at AGMs including amendments to the constitution, will have immediate effect unless otherwise stated.

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

6. ANNUAL GENERAL MEETINGS

There shall be an Annual General Meeting (AGM) within **12** months of the Networks inaugural meeting or last AGM to discuss the activities of the Network.

The AGM shall:

- be communicated not less than **28** days in advance of that meeting
- discuss amendments to the constitution
- accept the standing down of all retiring committee Members
- announce the results of the election of the Committee

The quorum at the AGM will be **10** Members. If a quorum is not present then the meeting shall be arranged for **28** days later. At the rearranged meeting if a quorum is still not present the meeting should go ahead and decide on all business.

7. EXTRAORDINARY GENERAL MEETINGS

- A request for an Extraordinary General Meeting (EGM) must be made in writing to the Secretary, carrying the signatures and addresses of **6** Members stating the reason for calling the meeting.
- The Secretary will respond in writing to the originator of this request at least **28** days from receiving the request.
- The secretary will advertise the date, time, place and purpose of the EGM not less than **28** days in advance of that meeting.

8. CONDUCT OF BUSINESS OR STANDING ORDERS

- Members may only speak through the chair
- The Committee will adopt Standing Orders to cover and regulate its business in areas such as; committee member expenses, casual vacancy committee members and communicating with our members
- If any Member in the opinion of the Committee is found to have brought discredit to or have acted in any detrimental way to the interests of the Committee or its Members the committee may, after the Member has been given the opportunity for explanation, suspend or expel such Member from the committee on a majority of **6** votes of the full committee.

CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION (RTO) REGIONAL NETWORK

- Members will adhere to the code of conduct held within this constitution at Appendix 3.
- If a member refuses to comply with the constitution they may be expelled on a
- majority of **6** votes of the full committee. Any such member will have the right to appeal within **28** days of the expulsion. The appeal shall be heard by another nominated region at a meeting called specifically for that purpose.
- Any member with an interest in any matters must declare this at the start of the meeting.

9. FINANCE

All funds raised by or on behalf of the Committee will be used to further the aims of the Committee and its Members.

10. THE CONSTITUTION

- a copy of our constitution will be provided to all Members
- The constitution can only be changed at an AGM or at an EGM called for that purpose.
- Amendments and proposals to the constitution must be agreed by a quorum of **6** of Members present.
- We shall let all Members know of any changes to the Constitution within **28** days of changes being made.

11. DISSOLUTION OF THE COMMITTEE

- The committee may only be dissolved at an EGM called for the purposes of discussing dissolution.
- Such a meeting will take place following proposals in writing by a minimum of **6** committee Members, after consultation with the full membership, being submitted to the secretary.
- All Members must be informed in writing at least **28** days prior to the date of the meeting.
- Dissolution will only take effect if a quorum of **6** of Members present vote on favour of dissolution.

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

13. COMMUNICATION AND CONSULTATION

The committee understands that effective communication with its members is essential for the success of the Network. Done well, it will raise the profile not only of the network but also of the RTO movement as a whole.

The Committee will therefore regularly communicate and consult with its members using a variety of methods while striving to be inclusive. Please also see the Communications Strategy (to follow).

Adoption

This constitution was adopted at the Inaugural/Annual General Meeting of

Signed.....(Chair)

Signed.....(Secretary)

.....(Date)

CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK

Appendix 1

A Scheme for Village Voices in the Western Isles

What is a village voice?

A village voice is a link between the landlord* and tenants in a community where there is no tenants or residents association. They represent tenants views on housing and related matters and complement the work of the Western Isles residents Forum (the Forum), residents associations and councillors**. It is essential that a village voice is seen to be representative of the community and not just representing their own views.

The community to be represented by a village voice will be a defined geographical area or a list of streets/addresses. There is no upper or lower Limit on the size of area or number of tenants represented, although it is assumed that the community will be relatively small.

A village voice will be recognised by the landlord if he/she has been elected by tenants in the community and will be entitled to receive support from the landlord and the Forum. Two or more people may team up to fulfil the role of a village voice.

A village voice will liaise as appropriate on housing matters with other local representatives, developments and projects such as CAB, Voluntary Action, etc and will treat all tenants the same regardless of nationality, race, colour, sex, sexuality disability, and political or religious beliefs.

The role of a village voice

Information and feedback: The landlord will provide a village voice with information (including reports, discussion papers and information sheets) about issues that may affect tenants and their community. The village voice will pass on this information to their neighbours and get informal feedback. This feedback will be relayed back to the landlord.

Methods of communication: A tenants voice will choose the most appropriate methods of communication with tenants, the forum and the landlord; this may include word of mouth, leaflets, newsletters, phone calls, emails, post, meetings etc.

Meetings: A village voice will be entitled to attend decision-making and consultative meetings of the landlord and will be given the opportunity to join focus groups and consultative panels. From time to time village voices may meet together to share ideas and discuss common issues.

* The landlord will be Comhairle nan Eilean Siar or Hebridean Housing Partnership

** As a Scottish Secure Tenant, a village voice has all the rights conferred upon them by section 23 of Chapter 1 of Part 2 of the Housing (Scotland) Act 2001. This means that they have equal rights with a residents or tenants association.

A village voice will be sent non-confidential reports of the landlord about housing and related issues in advance of meetings of the Forum and the landlord. The village voice will provide feedback on these reports.

CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION (RTO) REGIONAL NETWORK

Forum: A village voice will have full membership of the Forum. They will receive notices and minutes of meetings and be able to participate fully in discussion and decision making.

Landlord: If there is an issue that tenants feel needs to be resolved, the village voice will arrange for local housing staff to visit their community to discuss the issue. The village voice will have the opportunity to accompany housing staff and the local councillor on a yearly walk about their area.

Support to tenants: If requested, village voices may provide support and assistance to neighbouring tenants: this may include representing them in discussions with the landlord or referring them to other agencies.

Training/conferences: A village voice will receive training on issues they identify and be invited to training events organised for village voices and/or the Forum. Through the Forum, a village voice will have access to conferences and training events organised by CIHS, TPAS, TIS, TIGHRA, etc.

Expenses: Each village voice will be entitled to receive expenses for the use of telephones, travel, child minding, etc on the same basis as representative of residents associations. A village voice will also be reimbursed for reasonable expenses related to postage, stationery, photocopying and printing involved in providing information to tenants and feedback to the landlord/Forum.

Monitoring: The landlord will monitor the work of village voices on an annual basis. A village voice will provide a verbal report on their work which will be written up by the landlord. Village voices are expected to be able to show that they are passing information to tenants in their area and are consulting them by methods that are appropriate to their community.

The election of a village voice

The election of a village voice will be organised by the landlord. Jointly with local people, the landlord will undertake a door knocking exercise in the community to ascertain what are tenants' concerns, the level of interest in having a village voice and who might be interested in taking the role or nominating someone else.

If there is interest in having a village voice, the landlord will send out nomination forms to tenants in the community seeking nominations, which must be seconded. If only one tenant is nominated to stand for election, he/she will be deemed elected 'unopposed'.

If more than one nomination is received, the landlord will send out ballot papers with postage paid envelopes to all tenants in the community. Landlord staff and/or other tenants' representatives will seek to collect ballot papers not returned by post. The landlord will collate the ballot results and notify each tenant and the local councillor of the result of the election process.

Elections will take place every three years. An existing village voice can stand for re election if he/she has satisfactorily fulfilled the role of the village voice outlined above.

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

- 1.4.3 information, which the Receiving Party received from a third party; provided however, that such information was not obtained by the said third party, directly or indirectly, from the Disclosing Party or in breach of any other confidentiality obligation;
- 1.4.4 information, which the Receiving Party establishes promptly and in any event within 28 days of receipt from the Disclosing Party was rightfully in its possession prior to the time of disclosure and was not otherwise acquired, directly or indirectly, from the Disclosing Party;
- 1.4.5 information, which the Receiving Party establishes promptly and in any event within 28 days of receipt from the Disclosing Party was developed by it independently of information received from the Disclosing Party.

2. Handling of Confidential Information

- 2.1 The Receiving Party shall maintain the other party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information. In particular, neither party shall transmit or remove any information from its usual place of business. The Receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees or directors of the Receiving Party having the need to know the same for the Purpose.
- 2.2 Both parties agree that damages would not be an adequate remedy for any breach of the provisions of this Agreement and accordingly the Disclosing Party shall, without prejudice to any other rights or remedies which they may have, be entitled without proof of special damage, to the remedies of injunction and other equitable relief in the event of any threatened or actual breach of this Agreement.
- 2.3 Each party shall indemnify the other party against all losses and damages which the other party may suffer as a result of any non-compliance with the terms of this Agreement.
- 2.4 When the Receiving Party is an individual, the Receiving Party has no right to disclose said Confidential Information unless explicitly in this Agreement as part of the Purpose.
- 2.5 Copies or reproduction shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. All Confidential Information, copies and extracts thereof shall be returned to the Disclosing Party within two working days of receipt of a written request from the Disclosing Party

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

3. Limitations and Warranty

3.1 The Receiving Party shall:-

3.1.1 not divulge the other party's Confidential Information, in whole or in part to any third party;

3.1.2 use the same only for the Purpose; and

3.1.3 make no commercial use of the same or any part thereof without the prior written consent of the Disclosing Party;

3.1.4 not itself or through any third party, analyse, decompile, disassemble, copy, reproduce, translate, adapt, vary or modify any Confidential Information supplied for the Purpose, in particular have any software or other programme written or developed for itself based on any Confidential Information supplied to it by the Disclosing Party save as expressly agreed in writing by the Disclosing Party;

3.1.5 at any time on the request of the Disclosing Party and in any case on termination of this Agreement, return to the Disclosing Party all the Confidential Information in its possession save as otherwise agreed in writing; and

3.1.6 keep the existence and nature of the Agreement confidential and not use the same or the name of the other party (or of any other company in the group of companies of which the other party forms part) in any publicity, advertisement or other disclosure with regard to this Agreement without the prior written consent of the other party.

3.2 Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the other party's Confidential Information provided that it gives the other party not less than two business days notice of such disclosure.

3.3 Each party warrants its right to disclose its Confidential Information to the other party and to authorise the other party to use the same for the Purpose.

4. Disclaimer

All rights in Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made obtained or licensable by either party from continuing to engage in its business otherwise than breach of the terms of this Agreement.

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile or first class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or 48 hours after posting as the case may be.

6. Termination

This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either party giving to the other written notice. The provisions of Clauses 2 and 3 shall survive any such termination.

7. Non-Assignment

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part without the prior written consent of the other party.

8. Miscellaneous

8.1 The rights and remedies of the parties are cumulative and without prejudice to the parties' other rights and remedies in law.

8.2 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

9. Consents

Any consent or approval to be given by a party shall be given or withheld in its own absolute discretion.

10. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect provided that nothing in this Agreement shall avoid liability for fraudulent misrepresentation or other fraud. The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish Courts.

**CONSTITUTION OF THE GLASGOW AND THE EILEAN SIAR REGISTERED TENANT ORGANISATION
(RTO) REGIONAL NETWORK**

9. Any Member breaching the code of conduct may be asked to resign, or be removed by a Committee decision.

I, the undersigned, agree to be bound by the terms of the above code of conduct and understand that a breach of the terms and conditions may require my resignation from the Committee if requested, or my removal by a Committee decision.

Kevin Paterson Signed _____ Date _____

Greg Hine Signed _____ Date _____

John Banks Signed _____ Date _____

George McGuinness Signed _____ Date _____

Barney MacKay Signed _____ Date _____

Rena Dowling Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____