

27 APR 2017

# FLAIR



## Federation of Local Housing Associations Renfrewshire and East Renfrewshire

### Constitution of the Federation of Local Housing Associations in Renfrewshire and East Renfrewshire

#### Name

- 1 The Federation of Local Housing Associations in Renfrewshire and East Renfrewshire (hereinafter referred to as "FLAIR") consist of Barrhead, Bridgewater, Ferguslie Park, Linstone, Paisley, and Williamsburgh Housing Associations.

#### Objects

- 2 Our Objects are:
  - 2.1 To provide a forum for the joint discussion and evaluation of all local matters affecting housing associations which have their head office in, and own and/or manage housing, primarily in, the local authority areas of Renfrewshire and East Renfrewshire.
  - 2.2 To discuss, negotiate and collaborate, on behalf of our members, with local authorities, and the Scottish Government (and their successors) on local matters of common interest and/or concern.
  - 2.3 To discuss, negotiate and collaborate on behalf of our members with other organisations and agencies involved in housing provision and/or community regeneration activities within the Renfrewshire and East Renfrewshire areas.
  - 2.4 To undertake campaigning, lobbying, representation and promotional activities on behalf of our members.
  - 2.5 To develop and implement, on behalf of our members and, where appropriate, in partnership with other agencies, strategies related to community regeneration, community empowerment and social inclusion in the Renfrewshire and East Renfrewshire areas.
  - 2.6 To seek advice, guidance, information, training and assistance for members on matters related to strategic and operational activities within FLAIR's area. Where members agree to consider the sharing of services between participating members, the standard service level agreement at appendix A will be used as a guide to

produce the exact requirements. Individual members are responsible for obtaining Committee approval for such SLA.

- 2.7 To co-ordinate the activities of members in all matters related to FLAIR's Objects.
- 2.8 To agree an annual Partnership Plan which will outline the main activities of FLAIR for the coming year.

## **Powers**

- 3 In pursuit of our Objects, FLAIR may:
  - 3.1 Work in partnership with the local authorities in Renfrewshire and East Renfrewshire, Scottish Government, and organisations or agencies which are active in regenerating communities within FLAIR's area ('partner organisations').
  - 3.2 Prepare and/or co-ordinate the preparation of reports, submissions and applications to partners and funders which are relevant to FLAIR's Objects provided that FLAIR may not apply for, or accept, funding on its own behalf. FLAIR may co-ordinate the preparation of funding bids on behalf of members provided that any such funding is paid directly to individual members by the funder. In the event of a co-ordinated funding application being successful, members of FLAIR will be individually responsible for ensuring compliance with the terms and conditions of the funding received. For joint projects, the lead housing association for funding received will be responsible for implementing service level agreements or equivalent, with the approval and involvement of partnering organisations. No responsibility or liability for compliance will rest with FLAIR.

Nominate, where appropriate a senior officer to the governing body, subcommittee, working group etc. of a partner organisation. A partner organisation is one who's objects and role are compatible with FLAIR or where our participation would further the aims and objects of FLAIR and may include but not limited to local authorities and government.

- 3.3 Agree that one of our members shall act as the Agent of FLAIR in respect of a specific project provided that any costs associated with the project are either shared pro-rata amongst FLAIR's members or met by grant funding secured for that purpose.
- 3.4 Contribute to the activities of partner organisations and other bodies through participation in their affairs. Such participation may include the provision of financial support by FLAIR members, which must be approved **in line with their governing bodies' normal decision-making processes.**
- 3.5 Make statements on behalf of members to represent their views on matters related to housing and regeneration activities in Renfrewshire and East Renfrewshire.
- 3.6 Undertake any other activity which our members agree is necessary or expedient to help FLAIR achieve its Objects.
- 3.7 Organise an Annual Conference in order to share good practice, explore new policy initiatives and explore future challenges amongst other issues.
- 3.8 Publish an annual report to publicise the work of FLAIR.

## **Membership**

- 4 The members of FLAIR shall be Barrhead Housing Association Limited, Bridgewater Housing Association Limited, Ferguslie Park Housing Association Limited, Linstone

Housing Association Limited, Paisley Housing Association Limited and Williamsburgh Housing Association Limited. The members may agree to admit into membership any other social landlord or similar organisation (including steering groups examining the establishment of such bodies) operating principally within Renfrewshire or East Renfrewshire.

- 4.1 Applications for membership must be made in writing to any one of the member organisations of FLAIR and will be considered by the members at the next scheduled senior staff meeting. A recommendation will be put before the Boards of each member organisation and a unanimous decision is necessary. Applicants will be notified in writing of the outcome of their application.
- 4.2 Membership of FLAIR will cease if:
  - (a) a member resigns; or
  - (b) a member is dissolved or transfers its engagements or merges with another body which is not a member of FLAIR; or
  - (c) a resolution is passed by a majority of members at a general meeting, comprising one committee member of each of the existing member organisations, to end the membership of a member.

## Meetings

- 5 FLAIR senior officers will aim to meet every 6 weeks but will meet at least four times a year for the purposes of ordinary business ('ordinary meetings').
- 5.1 The senior officer of each FLAIR member, will represent that member in all FLAIR activities and will be referred to as the "Senior Officer r". Senior Officers s may authorise a substitute to attend a meeting. Senior Officers will be responsible for making reports s s on FLAIR's activities. Senior Officers may commit members to activities undertaken by FLAIR in pursuit of its Objects provided such activities do not conflict with the Objects, policies or interests of the member organisations.
- 5.2 Other staff meetings will also be attended by senior management across the FLAIR organisations for housing management, property management, finance, and others as required. Such meetings will be held at least four times per year but more frequently if required. All minutes of meetings will be referred to the senior officer meeting for discussion and follow-up action if required.
- 5.3 Each year, FLAIR will aim to hold two full Membership meetings which will be attended by at least one and no more than three representatives of the governing bodies of each FLAIR member and the Senior Officer. Senior Officers may appoint a substitute. There will be a quorum if at least one committee member of each of the member organisations is present. The purpose of the Membership meetings will be to review the activities and effectiveness of FLAIR. Unless otherwise agreed, FLAIR's nomination to the governing body, sub- committee, working groups etc. of a partner organisation will be a Senior Officer.
- 5.4 Annually, the full membership meeting will elect two people from the membership to represent FLAIR to external agencies and the media. This will mean a primary spokesperson and substitute person should the primary be unavailable.
- 5.5 Representatives from partner organisations referred to in our Objects, and other relevant bodies, may be invited to attend FLAIR meetings as appropriate.

Notice of both Staff and Membership Meetings will be circulated to members at least seven days in advance. Responsibility for issuing the notice, which will include the Agenda, distributing papers and producing the minute will rest with the organisation whose committee member is the spokesperson for FLAIR.. Responsibility for hosting, chairing and organising the meetings will also be the responsibility of this organisation.

## 5.6 Member Representatives

- 6 Each member of FLAIR will appoint a Senior Officer to FLAIR who will usually be the Director or Chief Executive officer of the member. The Senior Officer will act on behalf of FLAIR and its members. Senior Officers will not be responsible for any loss to FLAIR and/or its members unless there has been gross negligence or dishonesty.
- 6.1 Members of FLAIR will agree with their Senior Officers appropriate arrangements for reporting on FLAIR's activities and any procedures necessary to obtain approval for the members' financial or other involvement in particular projects.

## Procedure at meetings

- 7 There must be at least four Senior Officers present for a meeting to take place. For the purpose of this section, Senior Officers may authorise a substitute to attend a meeting.
- 7.1 The meeting will be chaired by the Senior Officer of the host. If s/he is not present, those in attendance will decide who will Chair the meeting.
- 7.2 Decisions will normally be made by the consensus of those senior officers present unless full approval of members is felt necessary by one or more participants. **For commitments to new contractual obligations, membership or financial expenditure**, the approval of all participating FLAIR members must be secured.
- 7.3 Each Membership meeting of FLAIR should aim to receive a report from those who are nominated by FLAIR to the governing bodies of partner organisations.

## Forums and Working Groups

- 8 FLAIR may establish such Forums and Working Groups as are necessary to achieve our Objects and may determine their terms of reference, membership and reporting arrangements. Membership of such Forums and Working Groups need not be confined to FLAIR members.

## Members' Interests

- 9 Nothing in this Constitution or in any of the activities, publications or statements undertaken or issued by FLAIR in pursuit of our Objects shall be held to infringe or constrain any of the rights of FLAIR members who shall, at all times, remain fully autonomous in their operations.

## Altering this Constitution

- 10 This Constitution may be amended by unanimous agreement of members

This Constitution was reviewed and adopted on \_\_\_\_\_  
2011

Signed: *Elaine Bayle*

Witness: *Shirley Aho*

Chair *25/4/17*  
Barrhead Housing Association

*[Signature]*

Signed:

Witness: *Tom Mann*

Chair  
Bridgewater Housing Association

*10/2/17*

Signed: *Elaine Carter*

Witness: *John McCulloch*

Chair  
Ferguslie Park Housing Association

Signed: *Len Arnold*

Witness: *A. Frost*

Chair  
Linstone Housing Association

*14.2.16*

Signed: *John Sweeney*

Witness: *Faith McEachern*

Chair *John Sweeney*  
*17/4/2017*  
Paisley Housing Association

Signed: *Margaret Starks*

Witness: *G. L. Williams*  
*(GIVEN WILLIAMS)*

Chair *Mr. Symonds*  
Williamsburgh Housing Association

## **Service Agreement**

**for the provision of**

**Services**

Client: Housing Association Ltd.

Agent: Housing Association Ltd.

Agreement

Period: Commencing:  
Ending:

Review  
Date:

Service Agreement

Between

(xxx) Housing Association Limited, a registered charity (registration no. SCxx) registered under the Industrial & Provident Societies Act 1965 and the Housing (Scotland) Act 2001 and having its registered office at (insert address) (hereinafter referred to as "the Service Provider")

And

(xxx) Housing Association Limited, a registered charity (registration no. SCxxx) registered under the Industrial & Provident Societies Act 1965 and the Housing (Scotland) Act 2001 and having its registered office at: (insert address)

WHEREAS (xxx) Housing Association ("the Client") and (xxx) Housing Association ("the Service Provider") are both registered housing associations registered under the terms of the Housing (Scotland) Act 2001 and the Housing Association Act 1985; AND WHEREAS it is considered desirable to enter into a formal SERVICE AGREEMENT for the provision of (insert type of service) Services by the Service Provider to the Association NOW THEREFORE the two parties have agreed and do hereby agree as follows:

1. SERVICES

This Service Agreement is between the Service Provider, (xxx) Housing Association and the Client, (xxx) Housing Association. The Service Provider will provide services to the Client, as set out in Schedule 1 of this Agreement.

2. PERIOD OF AGREEMENT

The Agreement will cover the period as follows:

From (insert date) to (insert date)

Both the Agent and the Client will continuously review the Agency Service, including the level of service required from the Client. Where required, the terms of this Agreement will be amended to take account of the outputs of this continuous process. A formal review of the requirements of the Client will be carried out at the proposed review date of (insert review date).

3. COSTING/PAYMENT

a. Staff

The Service Provider's services will be led by (insert senior officer's name) with day to day management being provided by (insert officer name). (Senior officer) will be responsible for reviewing and overseeing the service.

- b. Referral to a meeting of representatives of the Client and Service Provider.
- c. If, after one month, the matter has not been satisfactorily resolved, the aggrieved party has the right to refer the matter to the Management Committee of the respondent party. The respondent party must include the item on the agenda of their next Management Committee Meeting. If a resolution is not achieved as a result of such a Management Committee Meeting, the parties shall immediately appoint an independent arbiter in accordance with 'd' below.
- d. If the matter is not resolved as above, then the parties must mutually appoint an independent arbiter, the cost of which must be borne as decided by the arbiter. The outcome of the arbitration will be final and binding on both parties.

#### 11. INDEMNITY INSURANCE

The Service Provider shall maintain at its own expense, during the currency of this agreement Professional Indemnity Insurance and exhibit this to the Client. The current limit of Professional Indemnity Insurance is £250,000.

#### 12. REVIEW PROCEDURES

The agreement can be reviewed at any point with the mutual agreement of the Client and the Service Provider. The first review of this agreement will take place by (insert date). Reviews will take place at least every 3 months or such other period as required by the Client.

#### 13. VARIATION AND DETERMINATION

Any term of this agreement may be altered, deleted or added to, subject to written agreement by both parties. The agreement may be terminated in writing, as follows:

- a. On the expiry date agreed by both parties.
- b. By both parties signing a new agreement.
- c. By one month's notice, in writing, by either party due to persistent breach of the agreement by to the other party and failure to resolve the dispute under Section 10 above.

If at any time either party considers the other to be in material breach of this agreement, they shall be entitled to serve written notice on the other party requiring the breach to be remedied within two weeks of the date of the notice, or other period as may be considered necessary, but in any event not exceeding one month.

In the event of the party in receipt of the notice, failing to remedy the breach, within the period specified in the notice, the other party shall be entitled to terminate this agreement in writing.

- d. On either party dissolving or merging with another body corporate in which case the agreement may be subject to renegotiation on a mutually acceptable basis.



- e. On either party ceasing to operate within the law.
- f. On either party acting ultra vires.
- g. By mutual agreement on one month's notice.

14. CONFIDENTIALITY

The Service Provider shall not divulge or communicate to any person and shall ensure that its employees shall not divulge or communicate to any person (other than those whose province it is to know the same or with property authority) any confidential information of or relating to the Client. This restriction shall continue to apply after termination of the agreement and without limit in point of time. During the continuance of this agreement, the Service Provider shall not enter into a contract with any other party which may conflict with its obligation to perform the services in terms of this agreement.

15. SIGNATURE AND WITNESS

In witness whereof these present consisting of this and the preceding pages together with the attached Schedule 1 are executed as follows:-

Signed at ..... (place) on ..... (date) and witnessed on behalf of (insert name of HA) and subscribed on their behalf by:

Signature ..... *J W Arnott* ..... (Secretary)

Name of Witness: .....

Signature of Witness: .....

Address of Witness: .....

Signed at ..... (place) on ..... (date) and witnessed by (insert HA), and subscribed on their behalf by:

Signature ..... (Secretary)

Name of Witness..... *TERESA SADDLE* .....(PRINT)

Signature of Witness..... *J Saddle* .....

Address of Witness ..... *76 Blacktown rd. Pmsley* .....