

All previous rules rescinded (save to the extent that decisions made under such previous rules continue to have effect as if they were made under these rules).

# Rules of Great Western Credit Union Limited

Registered Society under the Cooperative and Community Benefit Societies  
Industrial and Provident Societies Act 2014~~1965~~

## **Rule Book amendments:**

~~2016: changes agreed at the AGM 25/02/16~~

~~2020: extension of Common Bond agreed at SGM 08/09/20~~

~~2021: change of name agreed at SGM 23/03/21~~

2025: changes agreed at the AGM [18/03/25]



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## NAME, REGISTERED OFFICE, OBJECTS, PERMISSIONS, POWERS AND SOCIAL GOALS

### Name

1. The name of the credit union shall be:  
Great Western Credit Union Limited (hereinafter referred to as 'the Credit Union'.)

### Registered office

2. The registered office of the Credit Union shall be at: ~~112/114 Cheltenham Road Bristol BS6 5RW, 2 York Court, Upper York Street, Bristol BS2 8QF~~  
or at such other place as may from time to time be determined by the Board of Directors and registered with the Relevant Authority.

### Objects

3. The objects of the Credit Union shall be:
  - a. The promotion of thrift among its Members by the accumulation of their savings;
  - b. The creation of sources of credit for the benefit of its Members at a fair and reasonable rate of interest;
  - c. The use and control of Members' savings for their mutual benefit; ~~and~~
  - ~~d.~~ The training and education of Members in the wise use of money and in the management of their financial affairs; and-
  - e. To carry on one or more of the financial activities specified in section 1ZA(1) of the Credit Unions Act 1979 for the benefit of the Members of the society.

### Permissions

4. The Board of Directors shall be responsible for ensuring that the Credit Union applies for, obtains and maintains all necessary permissions to operate legally as a credit union.

### Powers

5. The Credit Union shall have full power, subject to the law and the Relevant Authority's requirements attached to any permission held, to do all things necessary or expedient for the accomplishment of its objects.

### Social goals

6. The Credit Union may, by resolution of its Board of Directors, adopt one or both of the following additional social goals within its policies:
  - a. To contribute towards the alleviation of poverty within the community; and
  - b. To contribute towards the economic regeneration of the community.

provided that these social goals are only pursued within the scope of the objects of the Credit Union.

## MEMBERSHIP

### Common bond qualifications for membership

7. Admission to membership of the Credit Union is restricted to:

1. An individual who resides or is employed ~~in in the former Avon County or the counties of Bath, Bristol, Dorset,~~ Gloucestershire, ~~Somerset or~~ Wiltshire, ~~Somerset or Dorset~~ as delineated on the attached map in red (“the locality”).

~~2.~~ 2. A corporate body, an individual in his/her capacity as a partner in a partnership, an individual in his/her capacity as a member of the governing body of an unincorporated association, if the body corporate, partnership or unincorporated association has

~~a.~~ a place of business in the above locality; ~~or~~

~~b.~~ the following significant connection with the above locality:

~~i.~~ Is a housing provider to residents in the locality.

~~ii.~~ Is a supplier of products or services to the annual value of £1,000 or greater to any individual(s) qualifying for membership under 1 or 2(a) above.

3. An individual who is associated with other members through being a tenant of any of the following providers of housing and related services (and any of their subsidiary organisations):

b. Abri

c. Alliance Homes

d. Brighter Places

e. Bromford

f. Curo

g. Elim Housing

h. Green Square Accord

i. Guinness Partnership

j. LiveWest

k. Magna

l. Places for People

m. SNG (Sovereign Network Group)

n. Stonewater

o. Westward

~~e. Arcadia Housing Group~~

~~d. Curo Group~~

~~e. Elim Housing~~

~~f. The Guinness Partnership~~

~~g. Merlin Housing Society~~

~~h. Places for People Group~~

~~i. Solon South West Housing Association~~

~~j. Sovereign Housing Association~~

~~k. United Housing Association~~

- ~~3. Members of the Unite and the Unison Trade Unions living or working in the South West (defined as the counties of Gloucestershire, Wiltshire, Somerset, Dorset, Devon and Cornwall).~~
4. An individual who is employed by an employer which has a place of business in the locality specified in ~~7.1 above~~ and delineated in red on the attached map.

Insert common bond map



## Limitations on membership

8. The Board of Directors shall ensure that at all times the number of Corporate Members in membership of the Credit Union does not exceed 10% (or such other amount as prescribed by law) of the total number of members of the Credit Union. If the number of Corporate Members should exceed the limit prescribed at any time then the CEO shall take all steps to reduce the number below the limit prescribed by expelling from membership those Corporate Members determined by the CEO using a written policy available to members on request and procedure determined by the Board. ~~In preparing determining the policy and procedure for the expulsion of Corporate Members for Board approval the CEO will conduct an assessment of the impact to the Credit Union of expelling any particular Corporate Member.~~

## Joint Accounts

9. The Credit Union may offer a joint account facility to Members who are individuals. ~~A joint account shall be available to any number of individuals who each qualify for, obtain and continue to hold membership under the common bond qualification.~~ The Credit Union shall establish a procedure on the availability and operation of a joint account ~~beforewhere~~ the Credit Union offers a joint account facility.
10. In the event of the death of one of the holders of a joint account, the joint account shall, subject to any contrary written agreement between the holders and lodged with the Credit Union, become the property of the survivor(s).

## Non-qualifying Members

11. A Member who ceases to fulfil the qualifications for admission to membership shall become, and shall be referred to in these Rules as, a Non-Qualifying Member. A Non-Qualifying Member may, ~~subject to approval by the CEO,~~ retain their membership and voting rights in the Credit Union, and continue to acquire Shares and to receive loanLoans subject to legislation and the provisions of these Rules.
12. The number of Non-Qualifying Members will not be limited.

## Junior savers' conversion to a full Member

13. The credit union may take deposits from a person who would otherwise qualify for membership of the credit union according to rule 7 of these rules and is under the age at which, defined in rule 14 of these rules; he may become a member.
14. A junior saver shall convert to full membership of the Credit Union upon reaching the age of 18
15. The Credit Union may, if the Directors so determine, take Deposits up to a total of £15,000 (or such higher sum as may be permitted by the Relevant Authority), or 1.5 per cent of the total shareholding of the Credit Union from a junior saver of the Credit Union, whichever is the greater.

## Applications for membership

16. No applicant shall be admitted into membership of the Credit Union unless the applicant ~~supports the objects and social goals of the Credit Union, has paid such~~

~~entrance fee as required,~~ has satisfactorily completed an application for membership ~~in a form agreed accepted by the Board of Directors and the Board has approved the application using such procedures as agreed by them from time to time under the procedures in place at the time.~~

17. An applicant for membership of the Credit Union may be admitted to membership only when:
- a. They fall within the common bond and as a result qualify for admission to membership ~~or otherwise so qualify under rule 7;~~
  - b. They have provided sufficient evidence to prove their identity (and proof of incorporation if a corporate body) and address, as required to comply with all relevant laws and Regulations established in respect of fraud and anti-money laundering prevention;
  - ~~e. They have paid entrance fee of an amount not to exceed £5 or any such reasonable amount sufficient to cover the administration costs of joining specified by the Board of Directors from time to time and agreed by the members at the Annual General Meeting. [do we want an administration fee?]~~
  - ~~d.c.~~ They have agreed to pay any annual administration fee of an amount not to exceed £5 or any such reasonable amount sufficient to cover the administration costs of membership specified by the Board of Directors from time to time and agreed by the Members at the Annual General Meeting;] and
  - ~~e.d.~~ They hold and have paid for at least a £1 Non-Deferred Share in the Credit Union.
18. A Member of the Credit Union may hold more than one account in the Credit Union.

### Register of Members

19. The Credit Union ~~must~~shall keep, at its registered office, a register of Members as ~~required by per~~ section 3044 of the Cooperative and Community Benefits Act 2014~~Industrial and Provident Societies Act 1965~~, containing the following details:
- a. The names, ~~and postal~~ addresses and where notified by the member electronic addresses of its Members;
  - b. ~~TA statement of~~ the number of shares held by each member and of the amount paid or agreed to be considered as paid on ~~the those~~ shares of each member;
  - c. A statement of other property in the society, whether in loanLoans, deposits or otherwise, held by each member;
  - d. The date ~~at which~~ each person was entered in the register as a member, and the date ~~at which~~ any person ceased to be a member;
  - e. The names, ~~and postal~~ addresses and electronic addresses of the officers of the society with the offices held by them respectively and the dates on which they ~~took~~assumed office.

The register may be kept electronically provided that the society takes adequate precautions against falsification and for allowing ~~the register to be accessed.~~ The register must shall be ~~so~~ constructed so that it is possible to inspect the particulars therein mentioned in paragraphs (a) (d) and (e) of rule 19 without exposing information about the members' shares and other property in the society~~the other particulars entered therein.~~

### Cessation of Membership

20. A Member shall cease to be such if:

- a. They cease to qualify for admission for membership as specified in rule 7 and subject to ~~r~~Rules 11 and 12; or
- b. They die, or if a body corporate, is wound up or goes into liquidation; or
- c. They are a Member in the capacity of the Designated Representative of an unincorporated association or partnership (that is not a body corporate) which is wound up or goes into liquidation; or
- d. They are a Member in the capacity of the Designated Representative of an unincorporated association or partnership (that is not a body corporate) which removes or replaces them as its Designated Representative, provided the following is adhered to:
  1. any ~~loan~~Loans held by the Member are repaid in full;
  2. any Non-Deferred Shares held by the Member are repaid in full by the Credit Union;
  3. any Deferred Shares are transferred to another member of the Credit Union in accordance with rule 44;
- e. If the partnership or unincorporated association wishes to appoint another Designated Representative then that representative should make an application for membership as per rules 16 and 17;
- f. By virtue of a Member becoming a Non-Qualifying Member of the Credit Union, the number of Non-Qualifying Members exceeds the maximum permitted by these Rules or by law; or
- g. By virtue of being a Corporate Member of the Credit Union who has been expelled in accordance with Rule 8.
- h. They voluntarily withdraw from the Credit Union in accordance with these Rules; or
- i. At the discretion of the CEO, membership shall be withdrawn if a Member's Non-Deferred Share balance is not brought up to the minimum shareholding requirement as established by the Board in accordance with rule 46 within 3 months of becoming a Member of the Credit Union, or it is reduced to below the minimum shareholding requirement as established by the Board, and they fail to take action to increase their shareholding in accordance with rule 46; or
- j. They are expelled by the Credit Union in accordance with these Rules.

### Withdrawing from membership

21. A Member without any liability to the Credit Union may voluntarily withdraw from membership of the Credit Union at any time by applying for, and receiving, their shareholding in the Credit Union; subject to any notification period in place as agreed from time to time by the Board of Directors [or required by the Terms and Conditions applying to any product held by the Member](#). Members with an outstanding liability to the Credit Union shall be required to settle their account prior to being permitted to withdraw from membership of the Credit Union.
22. Those Members holding Deferred Shares shall not have the power to withdraw them. Repayment of any Deferred Shares shall be made in accordance with the issue documents which comply with s31A CUA 1979.

### Expulsion from Membership

23. ~~The Credit Union may expel members and close their accounts where members are in breach of the terms and conditions of those accounts or these rules. Chief Executive Officer shall have the power to establish an investigation into the conduct of a member of the Credit Union on such terms as appear reasonable to him or her and to suspend a member from participation in the Credit Union while the investigation is carried out. The investigation may recommend the Member's~~

~~expulsion from the Credit Union. In such circumstances the Chief Executive Officer shall give notice of the recommendation to the Member and invite the Member to a hearing conducted by the Chief Executive Officer at which the Member shall be entitled to answer the complaint. The hearing shall be held not less than ten working days after the date of the notice. The Member may be represented at the hearing. At the conclusion of the hearing the Chief Executive Officer shall have the power to expel the Member from the Credit Union.~~

24. A Member's ~~accounts~~ may be ~~closed for a range of reasons~~suspended, and ~~subsequently expelled, from the Credit Union for any grave and sufficient reason~~ including, but not limited to, the following:
- a. Wilful breach of, or refusal to comply with, the Rules;
  - b. Divulging confidential information obtained by virtue of being a Member of the Credit Union;
  - c. Deceiving the Credit Union with regard to the purpose of money borrowed or its subsequent use;
  - d. Default and continued refusal to honour a debt (the ~~loan~~Loan repayment terms of which had been agreed in a signed ~~loan~~Loan agreement);
  - e. Maliciously and knowingly spreading incorrect reports about the management of the Credit Union;
  - f. Wilfully making any entry, error or erasure in, or omission from any passbook, record or return of the Credit Union with the intent to falsify it;
  - g. Actively working against the interests of the Credit Union and/or its membership;
  - h. Allowing their account to become dormant and failing to remedy the situation in accordance with rules 30-34;
  - i. Using the Credit Union as a vehicle for committing an offence under the Money Laundering ~~Terrorist Financing and Transfer of Funds Regulations 2017~~ Regulations 2007;
  - j. Committing an offence of dishonesty against the Credit Union, wilfully destroying or damaging records or other property of the Credit Union, or knowingly passing forged papers through the Credit Union;
  - k. If, after admission as a Member of the Credit Union, their application form is found to include wilfully false or misleading information or any defect is discovered in their qualification for membership at the time of their admission which in the opinion of the CEO is of such consequence as to justify expulsion;
  - l. Abusive behaviour towards the employees or volunteers of the Credit Union.

### Notice of expulsion

25. A notice of ~~proposed~~ proposed expulsion of a Member shall be sent by ~~first-class post recorded special delivery~~ first-class post to the last known Address of the Member (the registered office if a Corporate Member), and shall ~~provide that Member an opportunity to make written representations by recorded delivery within 15 working days of posting of the notice of proposed expulsion contain a reference to the expulsion appeals procedure.~~ provide that Member an opportunity to make written representations by recorded delivery within 15 working days of posting of the notice of proposed expulsion contain a reference to the expulsion appeals procedure. The notice of ~~proposed~~ proposed expulsion of the Member shall not become effective until 30 ~~working~~ working days after the date of posting the notice of ~~proposed~~ proposed expulsion ~~or until the result of any appeal, if any, whichever is the later.~~ or until the result of any appeal, if any, whichever is the later. ~~However if written representations are received from the Member any proposed expulsion shall not become effective until 7 working days after a final letter is sent to the Member's last known address or registered office by recorded delivery under rule 26, below.~~ However if written representations are received from the Member any proposed expulsion shall not become effective until 7 working days after a final letter is sent to the Member's last known address or registered office by recorded delivery under rule 26, below.

## Written Representations Appeal against proposed expulsion

26. A Member shall have 150 working days from the posting of the receipt of written notice of proposed expulsion to make written representations request an appeal against their expulsion. ~~The CEO shall consider those representations and decide in their light whether or not to send a final letter confirming the expulsion of the Member~~ Board of Directors shall, upon the written request of a member on whom notice of expulsion has been served in accordance with Rule 23, hear the appeal at the next scheduled Board meeting. ~~The Board of Directors shall have the power by a simple majority decision of those present to confirm the Member's expulsion and specify the date the expulsion takes effect or to direct that he or she shall remain a Member of the Credit Union.~~

### Liability of withdrawn and expelled Members

27. Withdrawal or expulsion of a Member from the Credit Union shall not relieve such Member from any liability which existed at the time of their withdrawal or expulsion.
28. The amount deposited by a Member who withdraws or is expelled shall be paid to them as funds become available, but only after all monies owed by them to the Credit Union have been deducted. Any amount due to a withdrawn or expelled Member shall be repaid within a period of less than 60 days beginning on the day following the expulsion or notice of withdrawal unless the notification period in place as agreed from time to time by the Board of Directors or required by the Terms and Conditions applying to any product held by the Member is greater than 60 days in which case the longer period shall apply. No payment shall be paid to such a Member unless all of their liabilities to the Credit Union have been fully discharged. have been fully discharged.

### Availability of Rules

29. A copy of the currentse Rules ~~and any amendments made to them~~ shall be made available free of charge on demand to every Member of the Credit Union upon admission to membership and shall be provided to any other person on demand and upon payment of an amount no more than the specified amount chargeable in law for the time being in force.

### Dormant accounts

30. If a period of 12 months passes without any transactions on the account of a Member (or on any of their accounts if they have more than one), the CEO shall have the discretion to declare that the account has become dormant. The Board may take account of any extenuating circumstances in making this declaration.
31. The Board of Directors shall have the discretion to charge an annual administration fee on each dormant account, an amount not to exceed £5 or any such reasonable amount sufficient to cover the administration costs of membership specified by the Board of Directors from time to time and agreed by the Members at the Annual General Meeting.
32. In relation to a Member who does comply with the minimum shareholding requirement as set out in rule 46, but whose account is dormant, the Credit Union may alert the Member to the dormancy by contacting the Member in Writing at their last known address notifying the Member that there have been no transactions on their account (or their accounts if they have more than one) during the last 12

months, and providing the Member with a six week period to determine the future use of their account(s).

33. Any communication in writing made under rule 32 shall contain:
  1. Information on reactivating or closing their account and withdrawing from membership;
  2. Information about the right of the Credit Union to charge an annual administration fee;
  3. Reference to rule 34 which enables the Credit Union to remove dormant accounts into a suspense account and subsequently expel the Member from membership.
34. If the Member does not reactivate or close their account(s) within six weeks of the Credit Union issuing the communication, the CEO shall have the discretion to:
  - a. Hold any monies within the account(s) of such Member in a suspense account pending the Member's subsequent withdrawal of their money, or activity on their account;
  - b. Charge the annual administration fee.
  - c. Expel the Member from membership of the Credit Union in accordance with rule 24.

## SHARES

35. The credit union may offer Non-Deferred Shares and Deferred Shares. The nominal value of each Share shall be £1.00. A Member must purchase and hold at least one £1 Share in the Credit Union.
36. The Credit Union may issue Interest Bearing Shares if it meets the criteria for doing so as may be prescribed by law, the Relevant Authority and these Rules.
37. When a Member opens a share account the Credit Union must inform the Member whether said share account will qualify for interest or dividend as per the Rules. If a Member is informed that they hold Interest Bearing Shares they must also be informed that if the Credit Union ceases to meet the criteria set out by law or the Relevant Authority to pay interest on Shares their Interest Bearing Shares will be converted to Dividend Bearing Shares.
38. If a Member's Interest Bearing Shares are converted to Dividend Bearing Shares the ~~process set out in the Terms and Conditions for those accounts must be followed~~ ~~Member must be informed using in accordance with an policy agreed policy and procedure established by the Board of Directors.~~
39. Interest Bearing Shares shall not be eligible for a dividend, ~~and interest shall be set and credited using an agreed policy and procedure established by the Board of Directors.~~

### Non-Deferred Shares

40. Non-Deferred Shares shall be withdrawable subject to the provisions of rules 51 ~~and to 52~~.
41. Non-Deferred Shares shall not be transferable and the Credit Union shall not issue to a Member a share certificate denoting ownership of a Non-Deferred Share.

## **Deferred Shares**

42. Members of the Credit Union shall be eligible to purchase Deferred Shares which may be issued by the Credit Union under the terms and obligations as set out in an Issue Document(s). Upon purchase the Credit Union shall issue a share certificate denoting ownership of a Deferred Share(s).
43. For any Deferred Share(s) issued to a Member the Credit Union must transfer an equivalent amount (in whole pounds) to reserves.
44. Deferred Shares are non-withdrawable but are transferable and repayable only in the circumstances set out in the issue document. Deferred Shares shall only be transferred to another Member of the Credit Union using a procedure agreed by the Board of Directors.
45. Deferred Shares do not carry the right to any additional votes in the Credit Union and shall not count towards, or be subject to, the required minimum shareholding specified in rule 46 nor the maximum shareholding specified in rule 47.

## **Minimum Shareholding**

46. The minimum shareholding (excluding Deferred Shares) required to remain in membership of the Credit Union shall be a sum not exceeding £5.00 as may be determined by the Board of Directors. Deferred Shares are not included in the minimum shareholding. The Board of Directors shall have the discretion to withdraw membership from any Member whose account has not been brought up to the minimum Non-Deferred Shareholding requirement within three months of admission to membership, or whose account has reduced below the minimum Non-Deferred Shareholding.

## **Maximum shareholding**

47. No Member shall have, or claim an interest in, Non-Deferred Shares of the Credit Union, exceeding £15,000 or 1.5 per cent (or such other amount as may be prescribed by the Relevant Authority) of the total Non-Deferred Shareholding in the Credit Union, whichever is the greater figure.
48. Corporate Members in total shall not have, nor claim an interest in, fully paid up Non-Deferred Shares of the Credit Union exceeding 25 per cent (or such other amount as may be prescribed by law) of the total fully paid up Non-Deferred Shareholding of the Credit Union. If this percentage is exceeded the Board of Directors shall repay Non-Deferred Shares held by Corporate Members using an agreed policy until a point where the percentage is no longer exceeded.
49. The maximum Non-Deferred Shareholding limit of a joint account shall be the total that the Members may hold as individuals, the amounts held separately in an individual and joint account shall be amalgamated.
50. For the purpose of rules 47 and 48 the total fully paid up Non-Deferred Shares in the Credit Union shall be taken to be the total fully paid up Non-Deferred Shares as shown in the most recent annual return to have been sent to the Relevant Authority.

## **Withdrawing Shares**

51. Subject to rules ~~52 and 53~~, money paid in on Shares may be withdrawn by a Member on any day as provided for by the Board, [subject to any Terms and Conditions that apply](#). ~~However, if~~ required, the Board may request up to sixty days' notice from a Member of their intention to withdraw their shareholding, [including at the end of any other notice period or fixed term that has been agreed through any Terms and Conditions that apply to an account](#).

~~For [loanLoans](#) taken out before 8<sup>th</sup> January 2012 if a withdrawal of Non-Deferred Shares would reduce a Member's paid-up shareholding (excluding Deferred Shares) in the Credit Union to less than their total liability (including contingent liability) to the Credit Union, whether as a borrower, guarantor or otherwise, the CEO shall have the discretion to consider a Non-Deferred Share withdrawal request. This discretion may be exercised through the drawing up of a policy and procedure for use by Officers and employees of the Credit Union.~~

52. ~~T~~[For \[loanLoans\]\(#\) taken out after 8<sup>th</sup> January 2012 the terms of the \[loanLoan\]\(#\) must include provision as to whether, for the duration of the \[loanLoan\]\(#\), the borrower is permitted to withdraw Non-Deferred Shares where their paid-up shareholding \(excluding Deferred Shares\) in the Credit Union is, or following the withdrawal would be, less than their total liability \(including contingent liability\) to the Credit Union, whether as a borrower, guarantor or otherwise. The CEO shall have the power to vary the terms of the \[loanLoan\]\(#\) agreement with the agreement of the borrowing Member.](#)

### Insuring shares

53. The Board of Directors may enter into arrangements with a person carrying on the business of life savings insurance for the purpose of providing insurance cover on Members' (excluding corporate members) shareholdings in the Credit Union. Any monies paid to the Credit Union by virtue of said insurance arrangements shall be credited to the share account of the insured Member subject to the provisions of rule 47.

### Financial Services Compensation Scheme

54. Members' Non-Deferred Shares and junior savers' deposits are protected by the Financial Services Compensation Scheme, subject to the current terms of the Scheme that may be in existence. Deferred Shares are not covered by the Financial Services Compensation Scheme.

## [LOANLOANS](#)

### [LoanLoans](#) to Members

55. The Credit Union may make [loanLoans](#) to Members eligible to receive them. No individual under 18 years shall be eligible to receive a [loanLoan](#) from the Credit Union. A Member who holds Deferred Shares in the Credit Union may not borrow on the strength of that shareholding nor use Deferred Shares to guarantee the repayment of another Member's [loanLoan](#).
56. The Board of Directors shall determine from time to time the [loanLoan](#) policy of the Credit Union which shall apply to all Members. The [loanLoan](#) policy shall include:

- a. The maximum [loanLoanLoan](#) amounts available to Members;
  - b. Any limits or requirements that may be attached to secured and unsecured [loanLoans](#), including [loanLoans](#) secured on shares and [loanLoans](#) with shares attached;
  - c. Under what circumstances shares will be attached to a [loanLoan](#);
  - d. The rate of interest charged on [loanLoans](#) (not to exceed any maximum rate as may be prescribed by law);
  - e. The application procedure for [loanLoans](#).
57. The Credit Union shall not at any time make a [loanLoan](#) to a Member if the making of such a [loanLoan](#) would bring the total amount outstanding on [loanLoans](#) to Members above such a limit as may be prescribed by law or rules established by the Relevant Authority.
58. The Credit Union shall not at any time make a [loanLoan](#) to a Corporate Member, if the making of such a [loanLoan](#) causes the total [loanLoans](#) to Corporate Members be in excess of the limit of 10% of the aggregate of the outstanding balances on all [loanLoans](#) (or such other amount as prescribed by law).
59. Two Members agreeing to take out a [loanLoan](#) on a joint account shall be held jointly and severally liable for repayment of the [loanLoan](#).
60. Any person knowingly responsible for the issue of a [loanLoan](#) to a person other than a Member of the Credit Union shall be jointly and severally liable with the borrower to the Credit Union in the amount of the [loanLoan](#) and accrued interest.

#### **Guarantors**

61. A Member of the Credit Union can use their shareholdings (excluding Deferred Shares) to guarantee another Member's [loanLoan](#). Directors, Officers and employees of the Credit Union are prohibited from acting as a guarantor for a Member's [loanLoan](#) under all circumstances.

#### **[LoanLoans](#) to Officers and employees of the Credit Union**

62. Members of the Board of Directors, Officers, Approved Persons and employees of the Credit Union may, as a Member of the Credit Union, be granted a [loanLoan](#) by the Credit Union subject to rule 634. Such a Member may not be involved in the decision on the granting of the [loanLoan](#) and such a [loanLoan](#) may not be approved solely by a [loanLoan](#) officer of the Credit Union.
63. A Credit Union must not make a [loanLoan](#) to one of its Board members, Officers or Approved Persons on terms more favourable than those available to other Members of the Credit Union unless that Board Member or Officer is also a paid employee of the Credit Union.
64. A Credit Union must not make a [loanLoan](#) to a Relative of, or any person otherwise connected with, a member of the Board of Directors, an Officer, an Approved Person or employee of the Credit Union on terms more favourable than those available to other Members of the Credit Union.

#### **Insuring Members' [loanLoans](#)**

65. The Board of Directors may enter into arrangements with a person carrying on the business of loanLoan protection insurance for the purpose of providing insurance coverage on the liability of any Member of the Credit Union.

### **Recovering loanLoans from Members**

66. The Board of Directors is responsible for ensuring that suitable policies and procedures are established to ensure the repayment of all debts due to the Credit Union. All sums due from any Member shall be recoverable from ~~them~~him or her, their executors or administrators, as a debt due to the Credit Union.
67. The Credit Union shall have a lien on any Shares of a Member for any debt due to it by a Member or for any debt which the Member has guaranteed, and may ~~off-set~~set-off any sum standing to the Member's credit, including any Shares, interest rebate and dividends, in or towards, payment of such debt.

## **APPLICATION OF SURPLUS**

### **Calculation of profit**

68. In ascertaining the profit or loss resulting from the operation of the Credit Union during any year of account, all operating expenses in that year of account shall be taken into account (including payment of interest) and provision shall be made for depreciation of assets, for tax liabilities and for bad and doubtful debts.

### **Building institutional capital**

69. The Credit Union shall, out of its surplus from each year, establish and maintain reserves in accordance with the prudential rules on capital adequacy established by the Relevant Authority.

### **Distribution of surplus**

70. Following compliance with the capital adequacy requirements established by the Relevant Authority, the Credit Union may allocate any remaining surplus in the following manner:
- a. A voluntary transfer to develop further the institutional capital base of the Credit Union;
  - b. Subject to rule ~~767~~, in the payment to Members of dividends on the amount of their paid up Dividend Bearing Shares;
  - c. Subject to rule ~~756~~, as a rebate of interest paid by or due from Members who have received loanLoans from the Credit Union, such rebate being proportional to the interest paid by or due from such Members during that year of account; and
  - d. After clauses (a) to (c) above ~~has~~have been paid out, as a payment for social, cultural or charitable purposes.

### **Dividend on Shares**

71. The maximum amount payable as dividend on Dividend Bearing Shares shall not exceed 8 per cent per annum (or such other maximum rate as may be determined by the Board of Directors). If there are sufficient reserves for distribution arising from surplus in the most recent financial year, from surplus which has been built up from

previous years or from distributable capital, and dividends are payable then the Board of Directors shall recommend the rates of any dividend payments for agreement by the Members at the Annual General Meeting.

72. If a decision has been made to dissolve the Credit Union then the dividend payable on Dividend Bearing Shares shall not exceed 8% per annum or any other rate as may be specified by order made by the Treasury.
73. At each Annual General Meeting Members may be formally asked to delegate such powers to the Board of Directors as may be necessary to declare interim dividends and establish differentiated dividend rates, subject to any rules made by the Relevant Authority. No dividend declared and authorised for payment by the Members at the Annual General Meeting shall exceed the rate recommended by the Board of Directors.
74. Any dividend shall be declared on all full Shares held during the preceding year of account or interim period. New Members joining the Credit Union shall be entitled to a proportional part of the dividend on any Shares held for less than the full year of account on every full month of membership, a portion of a month being disregarded for the purpose of entitlement to dividend. Dividends shall be paid to those in membership of the Credit Union on the date that the dividend is declared.

#### **Rebate of interest on [loanLoans](#)**

75. Provided that a dividend on Shareholdings has been recommended by the Board of Directors in accordance with these Rules, a rebate of interest may be recommended by the Board of Directors for declaration by the Members at the Annual General Meeting. No rebate of interest declared and authorised for payment by the Members in General Meeting shall exceed the rate recommended by the Board of Directors. Entitlement to rebate of interest is on the same basis as entitlement to dividend.

#### **Payment of dividends and interest rebates**

76. Dividends on Dividend Bearing Non-Deferred Shares and interest rebates due to any Member may be placed to the credit of their share balance, and shall be so placed in any case where there is any money due by them to the Credit Union whether as a borrower, guarantor or otherwise in excess of their shareholding in the Credit Union unless the application of such dividend and/or interest rebate would increase their shareholding in the Credit Union to an amount exceeding the maximum shareholding permitted by rule 47.

## **MEMBERS' MEETINGS**

### **Attendance at Members' meetings**

77. Meetings of the Credit Union shall be either an Annual General Meeting or a Special General Meeting. Every Member shall be entitled to attend such General Meetings on the production of such evidence as the Board of Directors may from time to time determine.

### **Annual General Meeting**

78. The Annual General Meeting shall be held within six months of the end of the year of account at such date, time and place or manner as the Board of Directors may determine by resolution.
79. The business of the Annual General Meeting shall comprise:
- a. The receipt of the accounts and balance sheet and of the reports of the Board of Directors and the auditor (if any);
  - b. The appointment of an auditor (subject to rule 1347)
  - c. The election of the Board of Directors or the results of the election if held previously by ballot;
  - d. The application of surplus;
  - e. The transaction of any other business included in the notice convening the meeting.

### **Notification of Members' meetings**

80. At least 14 and not more than 30 days before the date of a General Meeting, the Secretary shall send notice in Writing by physical or electronic mail of the date, time and place or manner of the meeting to each Member. In addition to the above, the Board may also give notice of any meeting by posting notice in a conspicuous place in a place of business of the Credit Union to which Members have access, including any electronic correspondence or website operated by the Credit Union, at least 14 days prior to the meeting. Notice in writing by physical or electronic mail shall be sent to the auditor.
81. A notice sent in writing to a Member's physical or electronic aAddress shall be deemed to have been duly served forty eight hours after its posting/sending. When notice of a General Meeting has been given in accordance with these Rules the accidental omission to give notice to any Member or the non-receipt of the notice by any Member shall not invalidate any resolution passed or any business undertaken at the meeting.

### **Special General Meetings called by the Credit Union**

82. Any General Meeting of the Credit Union other than an Annual General Meeting shall be a Special General Meeting. The Board of Directors of the Credit Union may for good reason convene a Special General Meeting for any purposes not specifically provided for elsewhere in these Rules.

### **Special General Meeting at Members' request**

83. Upon an application, signed by one tenth of the total number of Members, or 100 Members, whichever is the lesser number, delivered to the registered office of the Credit Union, the Board of Directors shall convene a Special General Meeting of Members. The purpose of the Special General Meeting shall be stated in the application and notice of the meeting. No business other than that stated in the notice of the meeting shall be conducted at the meeting.
84. If within one month from the date of the receipt of the application the Board of Directors has not convened a Special General Meeting to be held within 6 weeks of the application, any three Members of the Credit Union acting on behalf of the signatories to the application may convene a Special General Meeting, and shall be reimbursed by the Credit Union for any costs properly and reasonably incurred in convening such a meeting.

85. In order to ensure the continuation of the Credit Union, a Special General Meeting which results in the removal of one or more Board members from their position, will require any newly elected Officer if their position requires it to apply for, ~~and obtain Approved Person regulatory approval status~~ immediately following their election and before carrying out the function. A newly elected person who is unable to obtain regulatory approval must refused Approved Person status by the Relevant Authority is required to resign their position immediately and shall no longer be permitted to carry out that role for take an active role in the management of the Credit Union.

~~This Rule has been rescinded.~~

### **Business at a Special General Meeting**

86. A Special General Meeting shall not conduct any business other than that specified in the notice convening it. An Annual General Meeting may be made a Special General Meeting for any purpose of which due notice has been given, provided that such business is not brought on until the business of the Annual General Meeting is concluded.

### **Voting**

87. Each Member of the Credit Union shall hold one vote only irrespective of the size of their Shareholding in the Credit Union or the number of accounts held. The right to vote by a Member shall be held by:
- a. In the case of an individual Member; the individual
  - b. In the case of a partnership or an unincorporated association, the Designated Representative or partner
  - c. In the case of an incorporated body; the Corporate Representative.
88. A Member of the Credit Union may not vote by proxy at a General Meeting of the Credit Union. ~~Postal voting may be used, at the discretion of the Board of Directors, as part of the procedure for the nomination and election of the Board of Directors.~~
89. Elections for the Board of Directors of the Credit Union shall be conducted by a vote at the secret ballot unless undertaken prior to the Annual General Meeting ~~by postal vote~~. Except where otherwise specified in these Rules or law, all questions shall be resolved by a simple majority of votes cast.
90. A Member is able to exercise the right to speak and vote at a General Meeting of the Credit Union and is deemed to be in attendance when they and all those attending the meeting are in a position to communicate with each other. The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting of the Credit Union to exercise their rights to speak or vote at it including by electronic means. In determining attendance at a meeting of the Credit Union, it is immaterial whether any two or more Members attending are in the same place as each other.

### **Chairperson**

91. Every General Meeting shall have a chairperson, who shall not be entitled to vote unless the number of votes cast are equal, at which point he or she shall have a casting vote. The Chair of the Credit Union shall, if present, take the chair at General

Meetings. If the Chair is not present, the vice-Chair shall take the chair and if he or she is not present then the voting members of the Board present shall elect one from their number to do so.

### Quorum

92. No business shall be transacted at a General Meeting unless a quorum is present. A quorum shall be 10 per cent of the membership, or 15 Members, whichever is the lesser number. If within half an hour from the time appointed for the meeting to commence a quorum is not present then the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case the meeting shall be adjourned until a later date within 30 days of the meeting at which the adjournment took place. The Members present at a meeting so adjourned shall constitute a quorum.
93. No meeting shall become unable to conduct business from the want of a quorum arising after the chair has been taken.

### Adjournment

94. The chairperson may adjourn any Members' meeting for any good and sufficient reason.
95. The provisions relating to the conduct of General Meetings of the Credit Union shall apply to adjourned meetings. No business shall be transacted at such a meeting other than the business left unfinished at the meeting at which the adjournment took place.

## NOMINATING AND ELECTING OFFICERS

### Nomination for election

96. Subject to rules ~~1067~~ and ~~1078 below of these rules~~, the Board of Directors will accept nominations for election of Officers of the Credit Union. All nominees for election as an Officer of the Credit Union must be Members of the Credit Union and must be at least 18 years of age and:
  - a. In the case of an individual Member; be the individual
  - b. In the case of a partnership or an unincorporated association, be the Designated Representative or partner
  - c. In the case of an incorporated body; be the Corporate Representative.

9798A The ~~process to apply Application and Nomination procedures~~ to become an Officer of the Great Western Credit Union must be approved by its Board and set out on the Credit Union's website and details must also be available from the registered office. At least 90 days' notice of the date of the Annual General Meeting ~~shall~~ will be given on the website.

~~98 The People Committee must follow the process described in rule 97. Applications for nomination as an Officer shall be sent so as to ensure they reach the registered office of the Credit Union at least 90 days before the date of the Annual General Meeting where the election shall take place. If the Application is approved by the Nominations committee then the Nomination itself must reach the~~

~~registered office at least 60 days before the date of the Annual General meeting where the election shall take place. Nominations for the Board of Directors shall be in Writing and shall be signed by a proposer and a seconder who must also be Members of the Credit Union and also by the nominee to indicate their consent, and their willingness to submit to any requirements of the Relevant Authority.~~

99. A member who has made an unsuccessful application to be nominated for election as an Officer may appeal in writing to the Board ~~following the procedure set out by the Board~~ of Directors whose decision shall be final, subject to Rule 100.

100A. Nomination for election may also be made by petition directly from the Members. A petition needs to be received by the Credit Union at its registered office at least 60 days before the date of the Annual General Meeting and signed by at least 1 percent of the members of the Credit Union.

### **People Nominating Committee**

~~100-101~~ The Board of Directors may appoint a People nominating eCommittee of not less than 3 Members of the Credit Union. The People nominating eCommittee shall ascertain the number of vacant Officer posts requiring candidates and endeavour to ensure that there is at least one suitable candidate to recommend to the Annual General Meeting for each vacancy. In making any their recommendation, the People Cnominating committee shall ascertain whether that person is likely to be able to meet any regulatory requirements for that positionthat the nominee is 'fit and proper' to become an Approved Person. ~~The nominating committee shall adhere to any policy established by the Board of Directors in relation to the suitability of candidates. The nominating committee shall also be responsible for identifying and recommending potential co-options to the Board of Directors to fill any vacancies. The Board may delegate powers to the nominating committee to manage applications for Approved Person status.~~

### **Election of Officers**

102 All elections shall be conducted following such procedure as may be established by the Board of Directors from time to time.

103 If for any election the number of nominees does not exceed the number of vacancies to be filled, a proposal to dispense with the election procedure and to declare that all nominees are duly elected may be proposed to the Annual General Meeting. If such a proposal is carried by a majority vote of the Members present at the meeting, the chairperson shall declare that the nominees for that election are duly elected.

### **Prohibition of certain persons as Officers**

104 A person who knows of any substantive reason why he or she may not be regarded as suitable to act as an Officer of the Credit Unions 'fit and proper' or who may otherwise fail to meet any relevant criteria set out by the Board of Directors or who is an undischarged bankrupt, or who is disqualified under the Company Directors Disqualification Act 1986, or has been convicted on indictment of any offence involving fraud or dishonesty, shall not:

- a. Act as an Officer of the Credit Union; or
- b. Directly or indirectly take part in or be concerned in the management of the Credit Union; or
- c. Permit their name to be put forward for election or appointment to any office of the Credit Union.

When a person holding any office in the Credit Union becomes ineligible by virtue of this rule to hold that office, he or she shall immediately cease to hold office.

### Terms of office

105 The Term of Office shall be 3 years after which time the Officer shall retire. A retiring Officer shall be eligible for re-election for a maximum of 2 further consecutive terms of 3 years. After completing 3 terms of office an interval of 3 years must elapse before they are eligible for re-election. In exceptional circumstances the Board may allow an Officer to continue for one further Term however no Officer can serve as Chair for more than 3 consecutive terms.

### Board of Directors

~~106 This Rule has been rescinded.~~

106~~7~~ The Credit Union shall have a minimum of 5 Directors and a maximum of 12 Directors, ~~as determined by the Members at the Annual General Meeting from time to time~~; Directors shall be elected at the Annual General Meeting in accordance with these Rules.

107 Designated Representatives or Corporate Representatives of Corporate Members may be elected as a Director.

~~The Board of Directors has the power, in advance of an election, to propose a recommendation on election of representatives at the Annual General Meeting to ensure that the Board consists of representatives of all areas, sections and diverse groups covered by the Credit Union.~~

### Election of office holders

108 As soon as possible following the Annual General Meeting, the Board of Directors shall elect from among its number a Chair who shall be chairperson, a vice-Chair who shall be vice-chairperson and a secretary of the Credit Union. A person so elected shall hold office until the election of their successor.

### Casual vacancies

109 A casual vacancy on the Board of Directors shall, as soon as is practicable, be filled by a majority vote of the Directors then holding office. Such a co-opted Director shall hold office until the next Annual General Meeting~~for the remainder of the unexpired term of that office~~. The Credit Union shall adhere to the requirements established by the Relevant Authority in respect of obtaining Approved Person status for a co-opted Director prior to them taking up an active role in the management of the Credit Union.

### Timing and notification of Board meetings

110 Regular meetings of the Board of Directors shall be held at least monthly, or at such other frequency as the Board may decide having regard to~~in accordance with any other~~ guidance given by the Relevant Authority. The date, time and place or method of holding~~place of~~ such meetings shall be decided from time to time by the Board. All meetings shall be called in such a manner as the Board shall determine.

111 The Chair, or in their absence the vice-Chair, may call a special meeting of the Board of Directors at any time, and shall do so on receipt of a request in Writing signed by

at least three Directors. The Chair, or in their absence the vice-Chair, shall determine the date, time and place or method of holding of such a meeting, unless the Board of Directors prescribes otherwise by resolution.

### **Quorum**

112 No business shall be transacted at a meeting of the Board of Directors unless a quorum is present. A majority of the number of the Directors in office at any time shall constitute a quorum. If from the time appointed for the meeting to commence a quorum is not present then the meeting may be adjourned to any date not less than two nor more than 30 days from the day of the meeting at which the adjournment took place. The quorum for such an adjourned meeting shall be three Directors or such greater number as the Board may determine by resolution.

### **Voting at Board meetings**

113 Any questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. Each Director shall have only one vote on any matter provided that the chairperson of the meeting shall have a casting vote in the event of an equality of votes.

### **Attendance at Board meetings**

114 A Director is able to exercise the right to speak at a meeting of the Board of Directors and is deemed to be in attendance when that person and all those attending the meeting are in a position to communicate with each other. The Directors may make whatever arrangements they consider appropriate to enable those attending a meeting of the Board of Directors to exercise their rights to speak or vote at it including by electronic means. In determining attendance at a meeting of the Board of Directors, it is immaterial whether any two or more Directors attending are in the same place as each other.

### **Chairing Board meetings**

115 Subject to any specific provision contained in these Rules, the Chair or, in their absence the vice-Chair, shall preside at meetings of the Board of Directors. ~~They He or she~~ shall perform such other additional duties as directed by the Board of Directors which are not inconsistent with the provisions of the law or of these Rules.

116 If neither the Chair nor the vice-Chair is present or willing to act within 15 minutes after the time appointed for the beginning of a Board meeting, the other voting Directors shall elect one of their number to be chairperson of that meeting.

### **Failure to attend meetings**

117 Any Director who, without special leave of absence, fails to attend 3 consecutive meetings shall, if the Board of Directors so resolve, be deemed to have vacated their office, and the vacancy shall be filled as provided for in rule 10911.

### **Delegation of powers**

118 The authority of the Board of Directors resides within a meeting of the Board which has been properly called. Outside of a Board meeting Director(s) shall only have the specific authority to act in a specified area as may from time to time be delegated within a meeting of the Board of Directors. In addition, the Board of Directors may delegate any of their powers to committees established as provided for in these

Rules. Committees shall consist of such members of the Board as determined from time to time by the Board and other individuals as the Board think appropriate who shall have clear terms of reference and conform in all respects to these terms, including any requirements regarding reporting to the Board of Directors.

### Validity of actions

**119** All acts carried out by any meeting of the Board, or of any committees or by any Director acting in pursuance of any authority duly given shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or qualification of any Director, be valid as if such Director had been duly appointed or qualified.

### Responsibilities of Directors

**120** Subject to the law and these Rules, the Board of Directors shall manage the general business and control the affairs of the Credit Union and shall be responsible for performing all of the duties ordinarily performed by the Board of Directors. The Board's responsibilities include but are not limited to the following:

- a. Ensuring that the Credit Union complies with all statutory and regulatory requirements attached to all regulatory permissions held by the Credit Union;
- b. Ensuring that the Credit Union operates within the remit of these Rules;
- c. Establishing appropriate policies and procedures and systems of control to enable the safe and efficient operation of the Credit Union;
- d. Maintaining a working business plan sufficient to enable the development of the Credit Union;
- e. Maintaining valid insurance against fraud and other dishonest practices as required by the Relevant Authority and making any other arrangements necessary or desirable for the protection of the Credit Union and its Members;
- f. Employing and determining the terms of employment, remuneration and pension arrangements of such person(s) as the Board of Directors considers necessary for the purposes of the Credit Union;
- g. Delegating to employees the authority to establish and perform the operational functions of the Credit Union;
- h. Managing the ~~loan~~Loan business of the Credit Union ~~including determining interest rates on loans~~;
- i. Establishing a policy on declaration of dividend and interest payments;
- j. Recommending for approval by the Annual General Meeting dividends, rebates of interest and, subject to regulatory constraints, the ability to declare interim dividends and differentiated dividend accounts;
- k. Establishing the charges payable on any ancillary services, subject to legal and regulatory limits, offered by the Credit Union;
- l. Determining the range of financial products that may be offered by the Credit Union;
- m. Making decisions in respect of the investment of surplus funds of the Credit Union in accordance with the law, and restrictions contained in CREDS 3.2, or other rules made by the Relevant Authority;
- n. Filling any casual vacancy in the office of auditor, or in any office in the Credit Union, subject to rules ~~10944~~ and ~~1358~~;
- o. *This section rescinded*

- p. ~~*This section rescinded*~~ ~~Paying any expenses necessarily incurred by an Officer, delegate or representative of the Credit Union in carrying out the business of the Credit Union;~~
- q. *This section rescinded*
- r. Purchase, hold, lease, sub-lease, rent, sell, mortgage, manage and develop property and land required for the purpose of conducting the business of the Credit Union thereon but for no other purpose; acquire, erect, pull down, repair, alter, remove or re-erect buildings, walls and fences on such land; and otherwise deal with such land and property and any rights and interest on behalf of the Credit Union;
- s. Borrow money for the Credit Union subject to any regulatory limits;
- t. Determine the authorised bank(s) for the deposit of funds of the Credit Union and the signatories to cheques and other written instruments on behalf of the Credit Union;
- u. Make provision of the adoption and custody of the seal of the Credit Union, if appropriate;
- v. Remove from office Officers and sub-committee members, for failure to perform their duties or breach of these Rules;
- w. *This section rescinded*
- x. During the absence or incapacity of any Officer, co-opt another Member of the Credit Union to act temporarily in their place, provided that such appointment shall cease upon the resumption by such Officer of their duties;
- y. Keep proper books of account with respect to the financial transactions of the Credit Union, its assets and liabilities;
- z. Submit the accounts of the Credit Union for audit as required;
- aa. Establish and terminate such sub-committees as it deems necessary from time to time to facilitate the operations of the Credit Union; define and amend their terms of reference and appoint and remove members of such committees;
- bb. Make arrangements for Annual General Meetings, Board meetings and other meetings as appropriate from time to time;
- cc. Convene a Special General Meeting whenever thought fit;
- dd. Administer any fund set aside out of the surplus or profit of the Credit Union;
- ee. Perform or authorise any action consistent with law, regulation and these Rules not specifically reserved to the Members by law, regulation or these Rules;
- ff. Take all such actions as may be required to ensure that the Credit Union complies with legislation, regulation and policies relating to the prevention of money laundering;
- gg. Take appropriate steps to assure the security and integrity of any information technology systems used by the Credit Union, including ensuring that the Credit Union complies with data protection law and policies;
- hh. Perform such other actions consistent with the law, regulation and these Rules as the Members in General Meeting may from time to time require.

### **Vacation of office**

- 121 Elected and co-opted Officers serving the Credit Union shall immediately cease to hold office or committee position if:
- a. They cease to be a Member of the Credit Union;

- b. They are performing a controlled function and their Approved Person status is withdrawn by the Relevant Authority;
- c. They are adjudged bankrupt or make an arrangement with their creditors;
- d. They are prohibited from acting as an Officer of the Credit Union as per rule 104.
- e. A registered medical practitioner who is treating that person gives a written opinion to the Credit Union stating that the person has become physically or mentally incapable of acting in their position and may remain so for more than three months;
- f. By reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- g. They resign their office in Writing to the Secretary or to the Chair;
- h. They are deemed to have vacated their office in accordance with rule 119;
- i. They are removed by a resolution of a majority of the Members of the Credit Union present at a Special General Meeting called for that purpose by the Board of Directors or by the Members provided that such an Officer shall be given at least 14 days' notice of the meeting and of the intention to remove him or her from office;
- j. They become an employee of the Credit Union;
- k. They, or their spouse or partner, are engaged in a managerial capacity in the carrying on of any business, trade or undertaking which in the opinion of the Board competes in any way with any business, trade or undertaking carried on by the Credit Union;
- l. They, or their spouse or partner, are concerned in or participate in the profits of any contract made with the Credit Union except as a non-managerial member or employee of any society or company which contracts with or does work for the Credit Union.

### **Payment of expenses and honoraria**

122 Other than employees of the Credit Union no member of the Board of Directors, nor any member of a committee of the Credit Union, shall be paid for their services other than such reasonable out of pocket expenses as may be approved by a majority vote of the Board of Directors.

~~This Rule has been rescinded.~~

### **AUDIT COMMITTEE**

123 The Credit Union shall have an Audit Committee which shall be a sub-committee of the Board of Directors. The Board of Directors shall appoint members of the Audit Committee and agree its terms of reference.

124 The Chair of the Audit Committee will have relevant accounting and /or finance experience. If it so decides, the Board may appoint up to ~~32~~ additional independent members to the Audit Committee

125 The Board of Directors shall agree and set the terms of reference under which the Audit Committee shall operate. The number of members must be a minimum of three

directors, one of whom will be the Chair, and a maximum of sevenfive (including independent members).

- 126 The Audit Committee will be responsible for the Credit Union's internal audit function, and ensuring its independence. It will report to meetings of the Board of Directors on the process and outcome of the internal audit and make recommendations to the Board on any matters arising.
- 127 The Audit Committee, with the permission of the Board of Directors, shall have the power to co-opt other directors and independent members as it sees fit to ensure that it is able to carry out its functions.
- 128 The Audit Committee shall ensure the internal audit function is adequately resourced, and shall have the power to make arrangements to ensure this is the case including outsourcing support for this function to a firm of independent auditors to the extent that the Audit Committee deems this necessary and/or appropriate. The Audit Committee shall be responsible for ensuring that the internal audit function is performed in accordance with prescribed terms of reference

## OFFICERS AND EMPLOYEES

### Conflict of interest

- 129 No Officer or employee of the Credit Union shall in their conduct of the Credit Union's business in any manner, directly or indirectly participate in the deliberation of or the determination of any question affecting their pecuniary interest or the pecuniary interest of any person or body (other than the Credit Union) in which he or she is directly interested. This rule does not apply to decisions in relation to rates of dividend payments to be recommended to the Annual General Meeting as otherwise the Board could not become quorate. Such person(s) shall withdraw from the meeting and the remaining persons shall constitute a quorum while that matter is being discussed or determined should their withdrawal result in a quorum not being present. The Board, by a majority decision of its number, shall maintain the right to require such an individual to withdraw from the Board during the period the conflict of interest exists. The Board may co-opt another member to fill such vacancy.
- 130 Any Officer who declares an interest in becoming an employee of the Credit Union, or where a member of their immediate family applies for a position as an employee of the Credit Union, shall not take part in any discussion, selection or decision relating to that particular position in the Credit Union.

### Confidentiality

- 131 An Officer or employee of the Credit Union shall not disclose to any person any information regarding any transaction of a Member of the Credit Union except in so far as may be necessary for the proper conduct of the business of the Credit Union, and should allow for disclosure to Relevant Regulator as per any of their requirements (e.g. Whistleblowing). On appointment, all Officers and employees of the Credit Union shall sign a confidentiality agreement to ensure the confidentiality of all business conducted by the Credit Union.

132 The Credit Union shall comply with the Data Protection Act ~~2018~~1998 concerning the protection of data.

### **Indemnity**

133 Any Officer of the Credit Union shall be indemnified by the Credit Union against all costs, losses and expenses which such Officer may incur or become liable for by reason of any contract entered into or any act or thing done by him or her in discharging their duties as authorised by the Board of Directors, and the Board is empowered to pay the amount of such indemnity out of the funds of the Credit Union.

## **ACCOUNTS, AUDIT, ANNUAL RETURNS AND RULES**

### **Appointment of auditor**

134 A qualified auditor shall be appointed in each year of account to audit the Credit Union's accounts and balance sheet. In this rule 'qualified auditor' means a person who is a qualified auditor under section 91 of the Cooperative and Community Benefit Act 2014~~7 of the Friendly and Industrial and Provident Societies Act 1968~~. The appointment of an auditor shall be ratified by a majority vote of the Members at an Annual General Meeting.

135 None of the following persons shall be appointed as an auditor of the Credit Union:

- a An Officer or employee of the Credit Union;
- b A person who is the partner of, or in the employment of, or who employs, an Officer or employee of the Credit Union.

### **Availability of accounts**

136 ~~The Credit Union shall keep a copy of the latest balance sheet, together with the report of the auditor, displayed in a conspicuous place at the registered office.~~ The Credit Union shall supply free of charge, to every Member or person interested in the funds of the Credit Union who applies for it, a copy of the latest audited accounts of the Credit Union.

### **Filing of accounts with the Relevant Authority**

137 The Credit Union shall, within the time period allowed by the Relevant Authority, send to the Relevant Authority such returns as may be required, relating to its affairs during the year of account covered by the return. The annual return shall be accompanied by a copy of the audited accounts of the Credit Union for the year.

### **Auditor's entitlement to attend meetings**

138 The auditor shall be entitled to attend any General Meeting of the Credit Union, to receive all notices of the communications relating to any General Meeting which any Member of the Credit Union is entitled to receive, and to be heard at any meeting which he or she attends on any part of the business of the meeting which concerns him or her as auditor.

## **MAINTENANCE OF MEMBERS' ACCOUNTS**

## Inspection of accounts

139 Any Member or person having an interest in the funds of the Credit Union may inspect their own account and the books containing the names of Members, including the particulars required to be kept in the register of Members, at all reasonable hours at the registered office or at any place where the same are kept, subject to such Regulations as to the time and manner of such inspection with regard to rule 19.

140 All books of account and other records of the Credit Union shall at all reasonable times be available for inspection by the auditor, the Board of Directors, or other persons duly authorised on their behalf.

## Record of account

141 A statement of account shall be issued to each Member in Writing, ~~at least annually,~~ ~~or~~ upon their request unless otherwise agreed between the Members and the Credit Union. Such agreement may include an assumed agreement through the provision of and use by the Member of any online access to account information. Such agreement may also be provided for through the Terms & Conditions applicable to individual types of account.

## Conducting transactions

142 Any person may pay money into a Member's account on account of Shares or a reduction of ~~loan~~Loan capital or interest outstanding subject to any legal or regulatory requirements. Only the Member themselves may enter into a ~~loan~~Loan agreement or make a withdrawal from their ~~share~~Share account. As well as formal notices of power of attorney, the Credit Union shall have the discretion to accept an authenticated request in Writing from an incapacitated Member permitting a named person to conduct transactions on the Member's behalf. The Credit Union shall take all reasonable steps to assure itself of the validity of each request made in Writing and shall be indemnified by the Member in the event of a subsequent dispute.

## Nominations

143 A Member may in accordance with the law nominate any person(s) to whom any of their property in the Credit Union at the time of their death shall be transferred (subject to the provisions of the law as to amount and the persons to whom a valid nomination may be made).

144 On receiving satisfactory proof of death of a Member who has made a nomination the CEO shall, if and to the extent that the nomination is valid under the law, either transfer or pay in accordance with the law the full value of the property comprised in the nomination to the person entitled.

## Claims on accounts of deceased, bankrupt or insolvent Member

145 Upon a claim being made by the personal representative of a deceased Member, or the trustee in bankruptcy of a bankrupt Member or the liquidator or administrator in the winding up of a Corporate Member to any property in the Credit Union belonging to the deceased, bankrupt or Corporate Member the ~~Directors~~Credit Union shall pay such property to which the personal representative, trustee liquidator or administrator has become entitled.

## Incapacity

146 Subject to the provisions in the last sentence of this rule, where in the case of a Member or person claiming through such a Member, the CEO is satisfied after considering appropriate medical evidence that such a Member or person is mentally incapable of managing their own affairs and are also satisfied that no person has been duly appointed to administer their property on their behalf and it is deemed just and expedient to do so by the Board of Directors, the Credit Union may pay the amount of any shares, ~~loan~~Loans and deposits belonging to such Member or person to any person who they judge proper to receive it on their behalf. This rule shall not apply where such a Member or person is a patient under the Mental Health 1983 and ~~as amended by subsequent amendments made under the Mental Health Act 2007 or under the Mental Health (Care and Treatment) (Scotland) Act 2003.~~

## SEAL

147 ~~The If the Credit Union does not have~~has a seal, ~~it shall only be used by the authority of the Board of Directors acting on behalf of the Credit Union. Every instrument to which the seal shall be attached shall be signed by a Director and countersigned by a second Director or the Secretary.~~

## AMENDMENTS TO RULES

### Amendments to Rules

148 The Rules of the Credit Union may not be amended except by a resolution passed by not less than two thirds of the Members present and eligible to vote at a General Meeting of the Credit Union. Notice of the proposed alteration must be given in Writing alongside the notice of the meeting.

149 Any Member of the Credit Union may, before the first day of October in any year, propose an amendment to the Rules by serving notice of the proposed amendment to the Board of Directors who must incorporate the proposed amendment in the agenda of the next General Meeting of the Credit Union.

150 No amendment of Rules shall be valid until registered with the Relevant Authority. When submitting rule amendments for registration the ~~S~~ecretary may at their sole discretion accept any alterations required or suggested by the Relevant Authority without reference back to a further Special General Meeting of the Credit Union.

## COMPLAINTS AND DISPUTES

### Internal complaints procedure

151 A formal written complaints procedure shall be maintained by the Credit Union and made available to all Members and junior savers. The Credit Union shall aim to resolve a complaint and send a final response within eight weeks of the receipt of a complaint (or such other time period as may be prescribed by the Relevant Authority).

152 If a complainant remains dissatisfied at the completion of the Credit Union's internal complaints procedure, and from the date of receipt of the Credit Union's final

response, the complainant shall have six months (or such other time period as may be prescribed by the Relevant Authority) within which to refer their complaint to the Financial Ombudsman Service.

153 Complainants who remain dissatisfied following a formal decision by the Ombudsman may jointly agree with the Credit Union to refer their complaint or dispute to the County Court, ~~or in Scotland the Sheriffs Court~~, who shall in accordance with sections 137-140 of the Cooperative and Community Benefit Societies Act 2014 ~~83 of the Friendly Societies Act 1992~~, hear and determine such dispute. The County Court ~~or Sheriffs Court~~ shall have the power to order the expenses of the determining the dispute to be paid either out of the funds of the Credit Union or by such party to the dispute as it shall think fit, and such determination and order shall be binding and conclusive on all parties without appeal and shall not be removable into any court of law or restrainable by injunction.

## DISSOLUTION

154 The Credit Union may be dissolved:

- a. On its being wound up in pursuance of an order or resolution made as is directed in regard to companies by the Insolvency Act 1986;
- b. In accordance with sections 119-121 of the Cooperative and Community Benefit Societies Act 2014 ~~50(2) and 55(1)(b) of the Industrial and Provident Societies Act 1965~~, by an instrument of dissolution to which not less than three ~~quarters~~ fourths of the Members of the Credit Union have given their consent testified by their signatures to the instrument or which has been approved by a special resolution of the Credit Union sent to and confirmed by the Relevant Authority.

### Distribution of funds on dissolution

- 155 If on the dissolution of the Credit Union there remains after the payment of debts, repayment of Non-Deferred Share capital, discharge of all other liabilities and repayment of Deferred Shares any surplus assets whatsoever, such assets shall not be paid or distributed among the Members of the Credit Union but shall be:
- a. Transferred to another credit union; or
  - b. If not so transferred, applied for charitable purposes as may be determined by the Members of the Credit Union in General Meeting.

## INTERPRETATIONS

156 In these Rules, the following terms shall, unless the context requires otherwise, have the meanings attached to them:

“CUA 1979” means the Credit Unions Act 1979 as amended or any successor ~~Act and/or Order~~ legislation.

“Address” means a postal address or, in the case of Corporate members the registered address; or, in the case of an unincorporated partnership or association an address agreed by resolution of the partnership or governing body; or for the purposes of electronic communication, ~~an fax number~~, email address or telephone number for receiving text messages.

“Amendment” in relation to the Rules of the Credit Union includes any change to an existing rule or the addition of any new rule or the deletion of any existing rule.

“Approved Person” means an individual who meets the requirements set by the Board of BCU to perform a particular function in the Credit Union. Where necessary these shall include, but are not limited to, any requirements set by the Relevant Authority

“Board” and “Board of Directors” means the committee of management of the Credit Union.

“CEO” means the Chief Executive Officer of the Great Western Credit Union

“Credit Union” means the registered society.

“Corporate Member” unless the context requires otherwise has the meaning attached to it in section 5A(6) of CUA 1979.

“Corporate Representative” means an Individual authorised by resolution of the governing body of an incorporated body to represent it;

“Data Protection Act ~~1998~~2018” means this Act as amended or any successor legislation.

“Deferred Shares” has the meaning attached to it by section 31A of CUA 1979.

“Deposit(s)” shall have the meaning attached to it by the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 – SI 2001/544 (as amended or any successor ~~legislation~~Act and/or Order).

“Designated Representative” means a partner authorised by resolution of the partners of a partnership (that is not a body corporate) or a member of a governing body authorised by the governing body of an un-incorporated association to represent it;

“Director” means a member of the Board of Directors of the Credit Union.

“Dividend Bearing Non-Deferred Shares” means a share issued on terms which entitle the shareholder to dividend but no interest.

“Financial Services Compensation Scheme” means this Scheme and any successor scheme.

“FSMA” means the Financial Services and Markets Act 2000 as amended or any successor legislation.

~~“Cooperative and Community Benefit Societies Act 2014” means this Industrial and Provident Societies Act 1965” means~~ Act as amended and any successor ~~legislation~~Act and/or Order.

“Interest Bearing Non-Deferred Shares” means a share issued on terms which entitle the shareholder to interest but no dividend.

“Issue Document” shall be the document produced in accordance with any issue of Deferred Shares of the Credit Union.

Legislative Reform (Industrial and Provident Societies and Credit Unions) Order 2011 – [SI 2011/2687](#) means this Order as amended and any successor legislation.

[“Loan” and “Loans” shall include conditional sale agreements and hire purchase agreements as well as other forms of lending which are within the Objects set out in rule 3.](#)

“Member” has the meaning attached to it under these Rules, and unless the context requires otherwise includes individuals and corporate bodies and Designated Representatives of unincorporated associations or partnerships.

“Money Laundering, Terrorist Financing and Transfer of Funds Regulations ~~2017~~2007” - [SI 2017/692](#) means these Regulations as amended and ~~or~~ any successor Regulations.

“Non-Deferred Share(s)” means a share issued as per rules 35 -41

“Officer” includes any Chair, vice-Chair, secretary, other elected Director, member of any committee or servant of the Credit Union, other than an employee appointed by the Board of Directors, but it does not include an auditor appointed by the Credit Union in accordance with the provisions of these Rules.

“Non-Qualifying Member” means those Members outlined in rule 11 of these Rules.

“Ombudsman” means the Financial Ombudsman Service or any successor body.

“Regulations” means regulations made or approved by Parliament and/or the Treasury in a statutory instrument and rules made by the Relevant Authority.

“Relative” has the same meaning as in Section 31 of the CUA 1979.

“Relevant Authority” means the Financial Conduct~~Services~~ Authority or any successor body.

“Rules” means the Credit Union’s registered Rules unless the context indicates otherwise.

“Share” and “Shares” shall include both Non-Deferred Shares and Deferred Shares.

“Treasury” means HM Treasury or any successor body.

“Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Words implying the singular or plural include the plural or singular respectively.

Signed

..... Director

..... Director

..... Director

..... Director