**Mandate from Directors to Residents Association**

Extracted from minutes of Directors Meeting May 6th 2008:

*It was agreed to continue to mandate the Springhill Residents Association  as agents of the company to:*

*a) collect monthly service charges and increase them when necessary.*

*b) Spend the service charge income as appropriate plus up to £5,000 from reserves.*

*c) To pay for comprehensive building insurance for the whole site.*

*d) To take any reasonable action and make rules from time to time as an agent of the company, acting only in the best interests of the company and complying with the Lease and other regulations.*

**from Minutes of the Directors Meeting of the**

**Springhill Cohousing Community Ltd.**

31st January 2012

**NB** A directors meeting decision is necessary to approve spending over £5,000 and for major structural work or changes that will effect owners.

**Procedure for dispute Resolution (agreed Res Assoc Dec 2005)**

Residents are encouraged to use the disputes resolution process even for minor disputes or conflicts. This is for 2 reasons. Firstly so that minor issues don’t fester and become big ones and secondly so that residents get to practice the disputes process.

**1)**      **Dispute  identified**

a.       Each disputee (A & B) meets a trained resident  and describes the dispute.

b.      The trained resident (C & D)  listens and may offer advise on how best to present the dispute so that others can best listen. Separating out the facts from emotions and presenting the facts clearly.

c.       If there are more than 2 disputees and the parties cannot be agreed to reduce them to  2, then the same system is followed using 3rd and 4th trained resident etc.

d.      If B does not recognise the dispute or not want to partake in the process, then A proceeds by themselves with C. C tries to involve A but if unsuccessful the dispute proceeds to the Disputes Committee.

**2)**      **C & D meet together and make one of two (a or b) recommendations:**

a.       That A, B, C & D meet together to resolve the issue

b.      That A & B go to the disputes committee (C & D may provide a short written statement each  agreed with A & B)

c.       If no agreement between C & D and/or A&B on making or accepting the recommendation, then the dispute goes to the Disputes Committee.

**3)**      **The Disputes Committee is constituted as follows:**

a.       5 trained residents are chosen at random out of the trained pool (initially 14)

b.      They remain on the committee for 12 months.

c.       3 members sit at any one time.

d.      disputees can veto 1 member each out of the 5 members.

**4)**      **The timescale:**

a.       Should be as short as possible

b.      Ideally stage 1) should be with 7 days.

c.       Ideally stage 2) should a further 4 days

d.      The resolution meeting should be within a further 7 days.

**5)**      **Decisions made by the Disputes Committee**

a.        They are binding if agreed by all disputees subject to legal compliance.

b.      Any party can appeal the decision within 4 weeks to the Residents Association meeting.

c.       The Residents Association decision is final.

**Initial procedure for setting up Disputes Committee  (agreed Jan 2006 Res Assoc)**

1)  All who wish to be on the Disputes Committee are automatically on the Disputes Committee Working Group (DCWG).

2)  We can encourage people we regard as suitable to nominate themselves.

3)  Membership of DCWG is open to all adult residents who have lived in Springhill for over 6 months. Members can join at any time (like other working groups).

4)  The  DCWG

      a.  appoints an initial committee of 5 members and decides the selection process.

      b.  agrees a rolling programme of membership of DC so that a core group overlaps (eg 3 out of 5 are replaced after 12 months then 3 replaced after a further 12 months, so that no-one  serves for more than 2 years)

 5) That the default for the Buddy System would be confidentiality to be maintained unless agreed otherwise by the disputees. The Disputes Committees would not be confidential. (This was so that experience could be shared about the disputes and how we resolved them and partly so that disputees would know that the Disputes Committee stage would be relatively open.)

**Etiquette for emails and meetings**

(agreed Res Meeting Nov 2007)

1. To be encouraged to say one's truth and speak or write it clearly.

2. Try to use I statements (not speak for others), to "own" the

feelings around an issue and resist the temptation to blame.

3. Not to make judgements or allegations about others, rather try to

express it in terms of how it makes us feel and being sensitive to

what effect it has on others.

4. If someone expresses hurt feelings, saying "that's not my

experience" can sometimes tend to invalidate the first person's

statement.

5. To state clearly and kindly if and when anyone breaks the etiquette

and maybe suggest another way of saying the same thing.

**Change To My Home / building works**

14 June 2005:

1. Any cohouser (leaseholder) wishing to carry out works notify the Coco by email to include the code "CTMH", with a brief description of the intended works. These available on email archive by searching for "CTMH" (Change To My Home). 2. That person also to discuss with their immediate neighbours their plans, with ramifications, with a view to them agreeing to them, or suggesting an acceptable compromise. 3. If agreement is reached, and no other cohouser raises objections within 2 weeks of having been informed through 1 above, then the works can proceed . 4. If agreement is not reached, or another cohouser objects, then the matter is taken to the Disputes Committee (or Dispute Resolution process current at the time) who will attempt to assist in agreeing a compromise. 5. If any party still remains aggrieved, then the matter to be taken to the Freeholder to adjudicate finally (likely to be an Association meeting in practice). 'Works' should cover any alterations (additions or modifications) to internal or external infrastructure or superstructure, or services (gas, water or electrics). This would help us to pick up any associated stability issues, safety, fire/water risk etc (ie the Freeholders main concern). However any individual can 'force' a dispute to go to the Freeholder (as described in 5 above) for any other reason, but the final decision would be taken consensually.

**Food in the Common House**

29 June 2005:

We agree to keep meat, fish and fowl out of the common house except for the rare special occasions when separate food on separate tables is clearly marked. No meat fish or fowl is to be prepared in common house - no cross-contamination - no storing in kitchen, no use of CH cutlery, no washing up, no disposal of debris etc. Meat, fish and fowl dishes for the 'other' occasions to be set apart, signed, and removed from premises once finished.

**Tenants and lodgers**

08 November 2005

1)   Any **non-paying guests** visiting for less than 30 days are not invited to become members of the Residents Association nor is any registration necessary. Informal notice of all visitors is welcome and for those staying more than 7 days is **expected.** An explanation must be given to all visitors about cohousing.

2)   Any **members of the household** e.g. family, partners or sharers acting as family are registered (after 30 days) as part of that household even if they make contributory voluntary payments.

3)   Any **paying guests** or tenants who intend to or do stay for more than 50 days in a 12 month period must be registered.

4)   Any **purchasers** must register and comply with other requirements in the Lease along with the seller

5)   **Registration** involves:

a.    Sending a **copy of the Agreement** i.e. Letting Agreement, Tenancy Agreement, Licence, Assignment or verbal agreement (in writing) to the Lessor and to thecoco email 1 week beforehand, together with payment of £30 to the Residents Association.

b.   The Agreement must be signed and dated by occupier and householder (landlord and tenant) and, at minimum, have clauses containing:

                                      i.   I, Name Surname, agree to become a **member of the residents association**, to **abide by the rules** and understand and agree with the **principles of cohousing** e.g. partaking in cooking and cleaning rotas if required.

                                     ii.   Period of occupation, rent payable, notice period.

                                    iii.   If a tenancy then a proper Agreement e.g. AST complying with the Housing Act containing a clause similar to (i) above.

**Visitor parking spaces**

06 Feb 2007

1)      Allocate spaces as Philip describes, space one for the whole year and space two only from 1 November to 1 April.

2)      Call them both visitors' spaces and don't charge for them.

3)      We agree not to discuss the issue until March 2008 when we can review how it is working. Unless, of course the system is abused, then see below.

4)      We need to understand that any leaseholder could object to this arrangement at any time and that if they do then they should formally approach the freeholder then the freeholder would have to take action to enforce the conditions of the lease.

5)      Clearly if the system is abused and the spaces are used by residents during the day then it is more likely that this formal approach would happen and then no residents would be able to use the spaces at any time as the lease says.

**Organisation of meetings**

27 Nov 2007

The following standing orders for Residents' Association meetings were approved:

1.       The residents' association has been mandated to take decisions on behalf of the freeholder; however it is recognised that on rare occasions there may issues upon which the interests of the freeholder and those of the residents do not coincide.  In such cases a company meeting will be held (i.e. Springhill Cohousing Community Ltd).

2.       General meetings are held monthly. Single Issue meetings are held monthly, usually a couple of weeks later than the General ones. If there is no Single Issue to discuss, there is no meeting. In order for a single issue meeting to be agreed someone must agree to chair it and to drive the process.  This should usually be decided at the General meeting prior to the suggested date.  General meetings are always decision making meetings, single issue meeting are always advisory only unless a prior General meeting has mandated the single issue meeting to take decisions on a particular issue or issues.

3.       The organisers of General meetings (chair and minute taker) must publicise the next meeting, with a copy of the agenda posted on the noticeboard, and circulate the agenda at least 69 hours ahead otherwise decisions cannot be taken.  Agenda items only should be displayed on the notice board with background notes for the meeting placed in a file in the kitchen store-cupboard.

4.       The quorum for a decision taking meeting is ten households

5.       Decisions are reached by consensus; votes by coloured cards may be taken to indicate the feeling of the meeting at any time during the meeting at the discretion of the chair.  In exceptional circumstances, where consensus fails and there is an emergency need for a decision, a decision making vote, needing a 70% majority in order to be carried, may be taken.

6.       The default method of running General meetings is to use the coloured cards.  If the cards are not to be used then this must be decided by consensus at the beginning of the meeting.  Single issue meetings can be organised in any way the organisers see fit, but if the meeting has decision making powers then the coloured cards should be used for the decision making or a consensus decision taken to not use them at the beginning of the meeting.

7.       Voting, where it occurs, by one present adult representative of each household

8.       Agenda items must be clear if they are for decision or just for discussion/information. Only those down as decisions, or emergencies, can be decided.

Organisers to ensure prompt production of minutes of meetings.  Minutes must, at a minimum, list separately the decisions taken.  Additional notes of the discussion are welcome and useful for non-attenders but the decisions (minutes) should be listed separately in addition to any such notes. Decisions which include action items should make clear the specific people who have agreed to take the action.

27 Apr 2005    Agreed that minute taker will read proposed minute for key decisions before we move to next item during these meetings.

23 Feb 2005:

         organisers to publicise the next meeting, and circulate the agenda 69 hours ahead (that's three days ahead, but by 10pm for a 7pm meeting)

* quorum for meeting to take a decision is ten households
* voting by one present adult representative of each household.  If you cannot be at a meeting and have a view on a topic on the agenda, you get someone to explain your view to the meeting.  We trust each other enough as a group to make adequate decisions on that basis.
* agenda items to be clear if they are for decision or just for discussion.  Only those down as decisions, or emergencies, can be decided.  But (unlike how the developers group worked) a decision item will not necessarily be a proposal.  It could be broader, e.g. decide structure of future meetings; decide decoration of Common House

         organisers to ensure production of minutes of meetings; these to include action items down to specific people.