



## **Association of Local Landlords (Wessex) Constitution and Rules**

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# **Association of Local Landlords (Wessex)**

## **Constitution and Rules**

### **1 – ASSOCIATION NAME**

The name of the Association shall be the “**Association of Local Landlords (Wessex)**” also known as “ALL Wessex” or “ALLW” and within this Constitution & Rules referred to as “the Association”.

### **2 - SCOPE**

The Association shall encourage the development and the lawful practice of private residential landlords whilst also representing them and promoting their interests within the regions of Bristol, Bath, North East Somerset and South Gloucestershire.

### **3 - OBJECTIVES**

In pursuing the objectives, the Association will have particular regard to the following;

The Association will:

- a. Encourage and help members to work to a Code of Practice (**Annex A**) approved and adopted by the Committee
- b. Provide mutual guidance and support to the members in connection with the letting and management of private residential properties
- c. Provide a forum for the consideration of matters relating to the letting and management of private residential properties
- d. Provide to members, a repository of legal information and practical experience
- e. Cooperate and collaborate with other relevant associations as appropriate
- f. Provide a forum for dialogue between the members of the Management Committee and Local Authorities and other relevant bodies
- g. Promote a better understanding and respect between the members and relevant agencies, tenants and the public
- h. Represent landlords at Local Authority and other relevant meetings as agreed by the Management Committee
- i. Collect and disseminate information and also to exchange such information with the appropriate bodies (but not personal data)
- j. Promote and carry out research, surveys and investigations
- k. Facilitate the initial and later continued professional development of members
- l. Publicise the case for fair treatment of good law-abiding landlords
- m. Pursue such policies as may from time-to-time become desirable and which are endorsed by a general meeting of members
- n. Raise funds to further the objectives and interests of the Association and it's members.

## 4 - MEMBERSHIP

4.1 - Membership shall be open to:

- a. Landlords of one or more private residential properties (whether owned outright or shared).
- b. Sponsor companies who provide funding in support of the Association's activities.
- c. Managing Agents of private residential landlords that operate within the regions covered by the Association.
- d. Associates, those with an interest in private residential property who may be prospective landlords or individuals or companies or trades persons who support the objectives of landlords and the Association.

4.2 - Any application for membership will be subject to approval by the Committee and, upon being accepted, members must comply with the Rules of the Association and the Code of Practice. The Committee may, in their discretion, suspend or withdraw membership if any member fails to comply with the Rules of the Association.

4.3 - Membership shall be for life unless terminated at any time by the member or the Association.

4.4 - There shall be three categories of members:

- a. Landlord – *Private Rented Sector (PRS) landlords with properties located in the regions supported by the Association*
- b. Sponsor – *limited to two representatives of each sponsor company*
- c. Associates – *landlords, companies or other interested parties not included in the above and at the discretion of the Committee.*

4.5 – Members with voting rights shall be limited to:

- a. Committee Members, Trustees and volunteers (*see Article 6*).
- b. Landlord Members having paid an annual membership charge, if invoked (*see article 11*)\*.

(\* Where article 11 membership charges are not invoked, and hence Landlord Members do not have the right to vote, they may still propose a resolution submitted in accordance with Article 8)

## 5 - CONDUCT OF MEMBERS

5.1 – Landlord Members are expected to work to the 'Code of Practice' approved and adopted by the Committee.

5.2 – Non Landlord Members when engaging with landlords, must not do so in a manner that may compromise the landlords' compliance with the Code of Practice.

5.3 - Members must always behave in the best interests of the Association and not bring it or its members into disrepute.

5.4 - Any written complaint against a member shall be investigated by the Committee or other members when requested by the Committee.

5.5 - What is or is not serious is a matter for the discretion of the Committee, as is the action to be taken and their decision on any such matter is final and binding

5.6 - Members must produce a valid membership card or number when seeking help and advice.

5.7 - A member may resign at any time by giving notice in writing (e-mail is sufficient).

5.8 - Membership of the Association constitutes acceptance of this Constitution and Rules and also the adopted Code of Practice and Privacy & Data Protection Policy (**Annex B**).

5.9 - The committee shall have power at any time, by a majority vote, to expel members of the Association who fail to provide a good standard of accommodation, or who bring the Association into disrepute by some action or omission.

5.10 - No member of the Association may run any business or personal venture that purports to be the Association of Local Landlords (Wessex), ALL Wessex or ALLW. No member may therefore use the Association's name, acronym, the term or it's logo, letter heading or other similar emblems of the Association in the name of their company/organisation for any purpose other than that for which it was originally intended or is permitted by the Chairperson in signed written letter that may be withdrawn at any time by the Chairperson. This does not stop members from stating that they or their organisation are members of the Association or complying with its adopted Code of Practice.

5.11 - A member expelled by the Committee, will have the right to appeal in writing to the Chairperson within 14 days of their expulsion detailing their grounds of appeal. The Committee will appoint an 'Appeals Sub-Committee' made up of three members (committee or non-committee members) who were not party to the former member's expulsion decision, to hear the appeal. The decision of the Appeals Sub Committee will be final and binding.

## **6 - COMMITTEE**

6.1 - The management of the Association shall be vested in an Executive body termed 'the Committee', as hereinafter provided.

6.2 – The Role and Responsibilities of the Committee are explained in **Annex C**.

6.3 - The Committee shall consist of:

- a. Chairperson (Trustee)
- b. Treasurer (Trustee)
- c. Secretary (Trustee)
- d. Other (Trustee)
- e. Up to four volunteer Committee Members

6.4 – Trustees of the Committee will be Landlord Members holding key roles of responsibility\*. Trustees will not be first degree relatives or employees (paid or voluntary) of another landlord association or landlord professional body.

*(\*At the discretion of the Chairperson, a trustee may not be a Landlord Member, where they bring to the Committee a required professional expertise or where any other Landlord Member does not volunteer for the role. However, the number of non-Landlord Member trustees shall not outnumber those trustees that are Landlord Members.)*

6.5 - Members of the Committee (Trustees and Volunteers), will usually be drawn from the Association's Landlord Members and will usually be elected by the Committee at an Annual General Meeting. At the discretion of the Chairperson, Landlord Members may join the Committee at other times.

6.6 – The term of service for Committee Members shall be three years, after which they may decide to retire or volunteer for re-election.

6.7 – Nominations for Committee members must be made in writing on the official prescribed means as deemed appropriate by the Chairperson. Nominations must be received by the Chairperson at least one month before the date of the AGM or, if accepted by the Chairperson, a Committee meeting. A 'proposer' must obtain the permission of the person being proposed before submitting this nomination.

6.8 – A former Trustee or Committee member shall be eligible for re-election.

6.9 – A Landlord Member of the Association can propose (or second) as many people as they wish onto the Committee.

6.10 – The Committee shall meet as often as necessary and the last business on the Agenda of any meeting shall be to fix the date of the next one.

6.11 - At meetings of the Committee, properly notified by the Chairperson, three Committee Members shall constitute a quorum, two of the quorum shall be Trustees.

6.12 - Decisions of the Committee, on which a vote is taken, shall require a simple majority of those present and eligible to vote. In the equality of votes, the Chairperson shall have a second casting vote.

6.13 - Either the Chairperson or any other two Trustees shall be empowered to act on behalf of the Committee in matters which are of a routine character which will not permit delay and subject to such action being ratified at the next meeting of the Committee.

6.14 - The Committee may fill any vacancy among the elected members, which may occur during the year by a majority vote at a Committee Meeting. The appointee shall hold office for the remaining unexpired period of his predecessor's term of office. The appointee shall be eligible for re-election at an AGM.

## **7 - HONORARY MEMBERSHIP**

The Committee shall have the power to appoint as an honorary member any person who, in the opinion of the Committee, is deserving of such appointment. Each individual honorary member will be entitled to one vote at any General Meeting of the Association.

## **8 - ANNUAL GENERAL MEETING (AGM)**

8.1 – The AGM will take place annually and normally not more than 12 months from the date of the last AGM. A date, time and place to be fixed by the Committee for the following purposes:

- a. to receive reports on the work and activities of the Association during the preceding year
- b. to receive from the Treasurer a report on the financial position of the Association and to receive from the Treasurer a copy of a balance sheet and statement of accounts for the preceding financial year
- c. to elect the Committee
- d. to decide upon any resolutions
- e. to determine the success of the previous AGM's resolutions or objectives

8.2 – At least two months before an AGM, the Committee and Landlord Members shall be given advance notice of the date of the AGM.

8.3 – Any resolution that a Committee or Landlord Member wishes to be considered at the AGM should be submitted with details of their seconder in writing to the Chairperson at least four weeks before the date of the AGM. Non-voting members submitting a resolution and their seconder, must attend the AGM and need not seek prior approval to attend as required by article 8.8. Notice of any resolutions received will be communicated to members by email at least three weeks before the AGM.

8.4 – The quorum at all AGMs shall be three members attending, two being Trustees. Where a quorum is not present within half an hour from the time appointed for the meeting or where during a meeting a quorum ceases to be present, the meeting shall be adjourned to such a time and place as the Trustees shall determine.

8.5 – At the AGM, or any other General Meetings of members, all questions shall be determined by a show of hands of those attending who have voting rights (*see Article 4.5*). Each such member shall have one vote. In the equality of votes, the Chairperson shall have a second casting vote.

8.6 – Minutes of all AGMs of the Association and together with all papers relevant to policy and financial matters are to be kept in either hard or digital format. These papers will be available for scrutiny by any member after first giving 7 days prior notice and after the minutes of the AGM have been accepted as a true representation of the AGM by the Committee.

8.7 – Only Committee Members and Landlord Members as defined in section 4 will be permitted to vote at the AGM.

8.8 – Non-voting members wishing to attend an AGM must seek prior approval from the Chairperson at least two weeks prior to the AGM date. Non-voting members will be observers and may voice an opinion through the Chair, they will not have a right to vote.

## **9 - EXTRAORDINARY GENERAL MEETING (EGM)**

9.1 – An EGM shall be convened by the Committee where required for the proper management of the Association or where at least ten members shall apply in writing for such a meeting and those members shall declare a particular purpose for the meeting. The Extraordinary General Meeting should be convened giving a minimum of three weeks notice and shall be conducted in accordance with the requirements of an Annual General Meeting.

9.2 – The Quorum and rules relating to a quorum and voting at an EGM shall be the same as for that stated for an AGM.

9.3 - Only registered members as defined in section 4 will be permitted to vote at an EGM.

9.4 – Non-members wishing to attend an EGM must seek prior approval from the Chairperson. Non-members will be observers and may voice an opinion through the Chair, they will not have a right to vote.

## **10 – PROXY NOTICES**

10.1 - Where members with voting rights are unable to attend an AGM or EGM, a proxy notice may be employed as a means to cast a vote.

10.2 - Proxies may only validly be appointed by a notice in writing (a 'proxy notice') that:

(a) states the name and address of the member appointing the proxy

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed

(c) is signed by the member appointing the proxy, or is authenticated in such manner as the Trustees may determine

(d) is delivered to the Association in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

10.3 - An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(a) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(b) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **11 – SUBSCRIPTIONS**

The activities of the Association are currently funded by sponsor contributions, insurance commissions and trade advertising. Where a resolution, at an AGM or EGM is proposed and carried to apply a charge for membership and enrolment fees, the following shall apply:

11.1 – The annual membership fees and enrolment fee (if applicable) are determined at the AGM.

11.2 – The Committee shall have the discretion to arrive at an equitable pro-rata arrangement for new members joining the Association late in any subscription year.

11.3 – The membership and/or enrolment fee is not refundable under normal circumstances as determined by the Committee.

## **12 - FINANCE**

12.1 – No member shall by reason of his/her membership of the Association be financially liable to or on behalf of the Association except for payment of the Annual Subscription (if invoked above) nor shall the Association be liable for any act or matter or thing done for or on behalf of the Association by a member (whether or not a Trustee or other Committee member).

12.2 – The Association shall not borrow money.

12.3 – All monies belonging to the Association shall be paid into a bank account established for use by the Association as soon as is practicable.

12.4 – The Committee shall keep proper accounting records.

12.5 – Online bank accounts and cheque books will be dual authorising by authorised Trustees.

12.6 – Accounts shall be prepared annually for an accounting year ending on a date to be agreed by the committee. The Committee shall appoint a qualified accountant, independent of the Committee, to review and comment upon the accounting records, prior to submission to the AGM.

12.7 – The Association is empowered to raise funds by receiving subscriptions, donations and gifts.

12.8 – The property and funds of the Association shall be held by the Committee as trustees for the members. The funds of the Association shall be administered by the Treasurer under the supervision of the Committee.

12.9 – Expenditure by a Committee member on behalf of the Association shall not exceed £100.00 between any two consecutive Committee Meetings without the prior approval of the Chairperson.

12.10 – The Treasurer or Chairperson with one other Trustee (only) is authorised to make payments for services received by the Association up to £2,500 without separate additional authorisation by the committee. This authorisation is only granted for the payment of regular services that the committee has already agreed to receive. eg. Employee wages, Insurance policies, magazine subscriptions, Christmas Dinner Dance etc.

12.11 – The Committee shall not commit the Association to more expenditure than its current assets.



12.12 - Committee Members shall not receive any payment from the Association funds except for materials supplied to the Association or for expenses properly incurred on the Association's behalf. Two Trustees must sanction any such payment according to the authority limits mentioned above. The Committee may however, employ (or dismiss) a full time (or part time) member of staff (who may or may not also be a member of the Association) providing it is authorised by a clear majority of the full elected Committee Members (ie. Not those Co-opted onto the Committee).

12.13 – Money or property of the Association or any gain arising from the activities of the Association shall not be applied other than for the benefit of the Association or for causes whose objectives are similar to those of the Association.

12.14 – All financial records will be kept by the Treasurer. These papers (hard or digital copies) will be available for scrutiny by any member giving seven days prior notice.

### **13 – INDEMNITY and LIABILITY**

Written and oral advice from the Association shall be given in good faith but no responsibility whatsoever shall be accepted by the Association or its officers or members for the accuracy of its advice nor shall the Association or individual members be held liable for the consequences of reliance upon such advice. The Committee will in any event ensure that it has proper and sufficient Indemnity and liability Insurance in place to protect the actions of its officers and elected members.

### **14 – GENERAL DATA PROTECTION REGULATION**

14.1 – The Association shall maintain a Privacy & Data Protection Policy that is compliant with the Government's General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679) as applicable.

14.2 – Members permit the Association to maintain a record of their contact details and other personal data. Data shall be used and kept as explained within the Association's Privacy & Data Protection Policy, accepted when becoming a member of the Association.

14.3 – Member data shall not be shared with any other organisation by the Association unless legally required to do so or otherwise as permitted by the Association's GDPR policy.

14.4 – The Chairperson shall be the Association's Data Protection Officer. The role of Data Controller may also be conducted by the Chairperson or at his/her discretion, delegated to a member of the Committee.

### **15 - MANAGEMENT OF WEBSITE & SOCIAL MEDIA**

15.1 - The website design shall make accessible to the Association's Members the Constitution & Rules, Code of Practice, Website & Social Media Terms & Conditions of Use (**Annex D**) and Privacy & Data Protection Policy in terms of legal compliance.

15.2 – Modifications to the website, including articles and responses to comments, that may compromise data integrity shall not be made without the expressed guidance and authorisation of the registered Data Controller.

### **16 - DISSOLUTION OF THE ASSOCIATION**

16.1 – The Association shall be dissolved if at a General Meeting a resolution for dissolution of the Association obtains two thirds of the votes cast. One month's notice shall be given of any such proposal.

16.2 – If after the dissolution of the Association, there remains after the satisfaction of all debts and liabilities any property or monies whatsoever, then it shall be presented to a local charity, or charities as proposed by the members and upheld by majority vote.

## **17 - CHANGES TO THIS CONSTITUTION & RULES**

Changes to the Constitution shall only come into effect if:

1. they are approved by not less than two thirds of the Committee Members present at any duly constituted AGM or other General Meeting of the Association;
2. one month's written notice has been given of the meeting;
3. the notice must contain details of the proposed alteration.

*Any dispute which may arise from the interpretation of these rules shall be determined by the Chairperson, whose ruling may be challenged by any two members acting as 'proposer' and 'seconder', according to the rules of debate.*

## **Annex A – Code of Practice**

*(a copy of the Code of Practice shall be accessible from within the “Our Code” page of the Association’s website)*

## **Annex B – Privacy and Data Protection Policy**

### **1. Introduction**

1.1 The Association of Local Landlords (Wessex) “we” are committed to safeguarding the privacy of our web and social media site visitors; in this policy we explain how we will treat your personal information.

1.2 By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

### **2. Collecting personal information**

2.1 We may collect, store and use the following kinds of personal information:

(a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);

(b) information that you provide to us when registering as a member or contacting us through our website (including your email address);

(c) information that you provide when completing your profile during registration on our website (including your name, address, region where you act as a landlord/business, accreditation and other memberships);

(d) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);

(e) information that you provide to us when using the services on our website, or that is generated in the course of the use of those services (including the timing, frequency and pattern of service use);

(f) information relating to any purchases you make of our goods and/or services or any other transactions that you enter into through our website (including your name, address, telephone number, email address and card details);

(g) information that you post to our website for publication on the internet (including your user name, your profile pictures and the content of your posts);

(h) information contained in or relating to any communication that you send to us or send through our website or by mail or by hand (including the communication content and metadata associated with the communication); and

(i) any other personal information that you choose to send to us.

2.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

### 3. Using personal information

3.1 Personal information submitted to us through our website or by mail or by hand will be used for the purposes specified in this policy or on the relevant pages of the website.

3.2 We may use your personal information to:

- (a) administer our website and business;
- (b) personalise our website for you;
- (c) enable your use of the services available on our website;
- (d) send you goods purchased through our website;
- (e) supply to you services purchased through our website;
- (f) send statements, invoices and payment reminders to you, and collect payments from you;
- (g) send you non-marketing commercial communications;
- (h) send you email notifications that you have specifically requested;
- (i) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- (j) send you communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (k) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information unless we are legally required to do so under UK law);
- (l) deal with enquiries and complaints made by or about you relating to our website;
- (m) keep our website secure and prevent fraud; and
- (n) verify compliance with the terms and conditions governing the use of our website (including monitoring private messages sent through our website private messaging service).

3.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.

3.4 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

3.5 All our website financial transactions are handled through our payment services provider, PayPal (UK) Ltd. You can review the provider's [privacy policy](#). We will share information with our payment services provider only to the extent necessary for the purposes

of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

#### **4. Disclosing personal information**

4.1 We may disclose your personal information to any of our committee, employees, officers, insurers, professional advisers insofar as reasonably necessary for the purposes set out in this policy.

4.2 We will not disclose your personal information to sponsors, suppliers listed in our directory or other landlord associations unless specifically instructed by you.

4.3 We may disclose your personal information:

- (a) to the extent that we are required to do so by UK law;
- (b) in connection with any ongoing or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
- (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

4.4 Except as provided in this policy, we will not provide your personal information to third parties.

#### **5. International data transfers**

5.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

5.2 Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

5.3 You expressly agree to the transfers of personal information described in this Section 6

#### **6. Retaining personal information**

6.1 This Section 6 sets out our data retention policies and procedure, that are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

6.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6.3 Without prejudice to Section 6.2, we will usually delete personal data falling within the categories set out below:

- (a) All personal data will be deleted at your request in writing to our head office or within two months of membership cessation.

6.4 Notwithstanding the other provisions of this Section 6, we will retain documents (including electronic documents) containing personal data:

- (a) to the extent that we are required to do so by law;
- (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

## **7. Security of personal information**

7.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

7.2 We will store the personal information you provide on registration, initially on Google Drive's encrypted system before transferring it onto our own data drive that is only connected to our computers when uploading records from Google Drive or when we need to access your data to correspond with you or conduct data analysis or for other reasons as explained within this policy. Our computers are password-and firewall-protected. Our backup drives are physically disconnected and stored in a safe when not in use.

7.2.1 For more details, refer to Google Drive's terms and conditions and privacy.

7.3 All electronic financial transactions entered into through our website will be protected by encryption technology.

7.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

7.5 You are responsible for keeping the password you use for accessing our website (such as where member access only is permitted) confidential; we will not ask you for your password (except when you log in to our website).

## **8. Amendments**

8.1 We may update this policy from time to time by publishing a new version on our website.

8.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

8.3 We may notify you of changes to this policy by email or through the private messaging system on our website.

## **9. Your rights**

9.1 You may instruct us to destroy or provide you with any personal information we hold about you; provision of such information will be subject to:

- (a) the payment of a fee (currently fixed at GBP £25); and
- (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

9.2 We may withhold personal information that you request to the extent permitted by law.

9.4 In practice, you will provide your expressed consent in advance to our use of your personal information for marketing purposes.

9.5 You may instruct us at any time to remove / destroy personal information held about you.

## **10. Third party websites**

10.1 Our website includes hyperlinks to, and details of, third party websites.

10.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

## **11. Updating information**

11.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

## **12. Log Files**

12.1 Our website uses log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and number of clicks to analyse trends, administer the site, track users' movement around the site, and gather demographic information. IP addresses, and other such information are not linked to any information that is personally identifiable.

## **13. Cookies and Web Beacons**

13.1 We use cookies to store information about visitor preferences, record user-specific information on which pages the user access or visit, customize Web page content based on visitor browser type or other information that the visitor sends via their browser.

13.2 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

13.3 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

13.4 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

13.5 We may use both session and persistent cookies on our website.

13.6 The names of the cookies that are used on our website, and the purposes for which they are used, are set out below:

(a) Google use a DoubleClick Dart Cookie to track users as they navigate the website, other cookies may be used to enable the use of online payments, improve the website's usability, administer the website, prevent fraud and improve the security of the website, target advertisements which may be of particular interest to specific users or facilitate the use of our website search engine.

(b) Users may opt out of using the DoubleClick Dart Cookie by visiting the Google ad and content network privacy policy.

13.7 Most browsers allow you to refuse to accept cookies; for example:

(a) in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking “Tools”, “Internet Options”, “Privacy” and then “Advanced”;

(b) in Firefox (version 44) you can block all cookies by clicking “Tools”, “Options”, “Privacy”, selecting “Use custom settings for history” from the drop-down menu, and unticking “Accept cookies from sites”; and

(c) in Chrome (version 48), you can block all cookies by accessing the “Customise and control” menu, and clicking “Settings”, “Show advanced settings” and “Content settings”, and then selecting “Block sites from setting any data” under the “Cookies” heading.

13.8 Blocking all cookies will have a negative impact upon the usability of many websites.

13.9 If you block cookies, you will not be able to use all the features on our website.

13.10 You can delete cookies already stored on your computer. To find out how to do this please refer to your web browser instructions.

13.11 Deleting cookies will have a negative impact on the usability of many websites.

#### **14. Data protection registration**

14.1 We are registered as a data controller with the UK Information Commissioner’s Office (ICO).

14.2 As a not-for profit organization, we are currently exempt from data protection registration. Despite this, we have applied for voluntary registration and our ICO registration number is A8255654.

#### **15. Our details**

15.1 This website is owned and operated by the Association of Local Landlords (Wessex) Ltd.

15.2 Our principal place of business is at 1 Marchants House, New Marchants Passage, Flat 13, Bath, BA1 1AR.

15.3 Our principal place of business is the same as our registered address.

15.4 You can contact us:

(a) by using our website contact form;

(b) by email: [info@allwessex.co.uk](mailto:info@allwessex.co.uk)

(c) by post to the address stated in 15.2



## **Annex C - Role and Responsibilities of the Executive Committee**

The Association's members shall employ an elected volunteer Executive Committee that is authorised to direct and manage the Association in accordance with the Constitution and Rules and always in the best interest of its landlord members.

### **1. The role of the Committee**

- 1.1. The Committee will consist of trustees and volunteer members.
- 1.2. The Chairperson will provide leadership to the Committee and takes responsibility for ensuring the Committee has agreed priorities, appropriate structures, processes and a productive culture and members who are able to add value and contribute to the governance of the Association.
- 1.3. There will be four trustees on the Committee that include the Chairperson, Treasurer and two others. Trustees will have expenditure, legal and strategic responsibilities.
- 1.4. The Committee will take collective responsibility for its decisions.
- 1.5. The Committee's functions (meetings) will be recorded on minutes and available on request to Association Members.

### **2. Responsibilities**

- 2.1. The Committee shall agree to values and practices, consistent with the Associations Constitution & Rules aligned to the Objectives, Code of Practice and Privacy & Data Protection Policy.
- 2.2. The Committee will ensure the values and practices underpin all its decisions and the Association's activities.
- 2.3. The Committee supports members to feel confident and able to provide the information, advice and feedback necessary to the Committee.
- 2.4. The Committee provides oversight and direction to the Association's members.

### **3. Commitment**

- 3.1. Committee members are elected unpaid volunteers who commit to giving sufficient time to the Association to carry out their responsibilities effectively. Responsibilities include preparing and attending General, Committee, AGM, EGM, exhibitions and sub-committee meetings and also local authority, investigatory and disciplinary hearings and other related activities as requested by the Chairperson.
- 3.2. Trustees commit to additional activities that include the authorisation (dual signatory) of expenditure, strategic planning, deputising in the absence of the Chairperson on day-to-day matters, supporting the Chairperson at local authority and other meetings, writing and initial approval of the Association's governance documents.

3.3. Where individual Committee members are involved in operational activities, for example meetings and exhibitions, they are to be clear about the capacity in which they are acting at any given time and understand what they are and are not authorised to do and to whom they report.

## **Annex D – Website and Social Media Terms & Conditions**

### **1. Introduction**

- 1.1 These terms and conditions govern your use of our web and social media sites.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

### **2. Copyright notice**

- 2.1 Copyright (c) 2016 – Association of Local Landlords (Wessex).
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### **3. Licence to use website**

- 3.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website; and
  - (e) use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our contact details, news articles and agendas in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Registration and accounts**

5.1 To be eligible for an account on our website under this Section 5, you must be at least 18 years of age and resident in the United Kingdom.

5.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

5.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

## **6. User IDs and passwords**

6.1 If you register for an account with our website, we will provide you with / you will be asked to choose a user ID and password.

6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 9; you must not use your account or user ID for or in connection with the impersonation of any person.

6.3 You must keep your password confidential.

6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **7. Cancellation and suspension of account**

7.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details,

at any time in our sole discretion without notice or explanation.

## **8. Your content: licence**

8.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

8.2 You grant to us a worldwide, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.

8.3 You grant to us the right to sub-license the rights licensed under Section 8.2.

8.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.

8.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

8.6 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **9. Your content: rules**

9.1 You warrant and represent that your content will comply with these terms and conditions.

9.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

9.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) be untrue, false, inaccurate or misleading;
- (m) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (n) constitute spam;

(o) be offensive, pornographic, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

(r) cause annoyance, inconvenience or needless anxiety to any person.

## **10. Limited warranties**

10.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

10.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

10.3 To the maximum extent permitted by applicable law and subject to Section 11.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **11. Limitations and exclusions of liability**

11.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:

(a) are subject to Section 11.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

11.3 [To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.]

11.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

11.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

11.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

11.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

11.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **12. Breaches of these terms and conditions**

12.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

12.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **13. Variation**

13.1 We may revise these terms and conditions from time to time.

13.2 The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions.

## **14. Assignment**

14.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

14.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **15. Severability**

15.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.



15.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **16. Third party rights**

16.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.

16.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

## **17. Entire agreement**

17.1 Subject to Section 11.1, these terms and conditions, together with [our privacy and cookies policy], constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

## **18. Law and jurisdiction**

18.1 These terms and conditions shall be governed by and construed in accordance with English law.

18.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **19. Statutory and regulatory disclosures**

19.1 We are registered on social media sites; <https://www.facebook.com/allwessex>

19.2 We are subject to Facebook Terms and Conditions and Privacy Policy, which is supervised by Facebook.

19.3 Our VAT number is N/A.

## **20. Our details**

20.1 This website is owned and operated by the Association of Local Landlords (Wessex).

20.2 We are registered in England and Wales under registration number 10064865, and our registered office is at: Flat 13, 1 New Marchants Passage, Bath, BA1 1AR.

20.3 Our principal place of business is at: Flat 13, 1 New Marchants Passage, Bath, BA1 1AR.

20.4 You can contact us:

- (a) by using our website contact form;
- (b) by email, using the email: [info@allwessex.co.uk](mailto:info@allwessex.co.uk)
- (c) by post to the address stated in 20.2