

*Status: Point in time view as at 08/09/2002.*

*Changes to legislation: There are currently no known outstanding effects for the Industrial and Provident Societies Act 1965 (repealed). (See end of Document for details)*

## SCHEDULES

### SCHEDULE 1

Section 1.

#### MATTERS TO BE PROVIDED FOR IN SOCIETY'S RULES

##### Modifications etc. (not altering text)

**C1** S. 1, Sch. 1 excluded by [Credit Unions Act 1979 \(c. 34, SIF 55:3\)](#), s. 2(1)

- 1 The name of the society, which shall comply with the requirements of section 5 of this Act.
- 2 The objects of the society.
- 3 The place which is to be the registered office of the society to which all communications and notices to the society may be addressed.
- 4 The terms of admission of the members, including any society or company investing funds in the society under the provisions of this Act.
- 5 The mode of holding meetings, the scale and right of voting, and the mode of making, altering or rescinding rules.
- 6 The appointment and removal of a committee, by whatever name, and of managers or other officers and their respective powers and remuneration.
- 7 Determination in accordance with section 6 of this Act of the maximum amount of the interest in the shares of the society which may be held by any member otherwise than by virtue of section 6(1)(a), (b) or (c) of this Act.
- 8 Determination whether the society may contract loans or receive moneys on deposit subject to the provisions of this Act from members or others; and, if so, under what conditions, under what security, and to what limits of amount.
- 9 Determination whether the shares or any of them shall be transferable, and provision for the form of transfer and registration of the shares, and for the consent of the committee thereto; determination whether the shares of any of them shall be withdrawable, and provision for the mode of withdrawal and for payment of the balance due thereon on withdrawing from the society.
- 10 Provision for the audit of accounts by one or more [<sup>F1</sup>auditor appointed by the society in accordance with the requirements of the Friendly and Industrial and Provident Societies Act 1968].

##### Textual Amendments

**F1** Words substituted by [Friendly and Industrial and Provident Societies Act 1968 \(c. 55\)](#), Sch. 1 para. 12

- 11 Determination whether and, if so, how members may withdraw from the society, and provision for the claims of the representatives of deceased members, or the

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trustees of the property of bankrupt members or, in Scotland, members whose estate has been sequestrated, and for the payment of nominees.

- 12 The mode of application of profits of the society.
- 13 Provision for the custody and use of the society's seal.
- 14 Determination whether and, if so, by what authority, and in what manner, any part of the society's funds may be invested.

## SCHEDULE 2

### FORM OF STATEMENT BY SOCIETY CARRYING ON BANKING

- 1 Capital of the society:—
- (a) nominal amount of each share;
  - (b) number of shares issued;
  - (c) amount paid up on shares.
- 2 Liabilities of the society on 1st January or 1st July last previous:—
- (a) on judgments;
  - (b) on specialty;
  - (c) on notes or bills;
  - (d) on simple contract;
  - (e) on estimated liabilities.
- 3 Assets of the society on the same date:—
- (a) government securities (stating them);
  - (b) bills of exchange and promissory notes;
  - (c) cash at the bankers;
  - (d) other securities.

## SCHEDULE 3

Sections 33, 34, 35.

### FORM OF RECEIPT ON MORTGAGE, HERITABLE SECURITY, ETC.

## PART I

### *Forms applicable in England and Wales*

#### Form A

The Limited hereby acknowledges to have received all moneys intended to be secured by the [within (or above) written] [annexed] deed [and by a further charge dated, etc., *or otherwise as required*].

Dated this day of

*Members of the Committee.*

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*Secretary.*

Form B

The Limited hereby acknowledges that it has this day of received the sum of pounds representing all moneys intended to be secured by the [within (or above) written] [annexed] deed [and by a further charge dated, etc. *or otherwise as required*], the payment having been made by C.D. of and E.F. of

*Members of the Committee.*

*Secretary.*

Note. If the persons paying are not entitled to the equity of redemption but are paying the money out of a fund applicable to the discharge of the mortgage or other assurance, insert a statement to that effect.

A statement may also be inserted as to whether the receipt is or is not to operate as a transfer of the benefit of the mortgage or other assurance.

## PART II

### *Forms applicable in Scotland*

Form C

The Limited acknowledges that (1) the foregoing disposition granted by A (with consent) in favour of the said society dated and recorded in the Division of the General Register of Sasines for on was granted in security only of a loan of pounds made by the said society to the said , and (2) the said society have received repayment of all moneys secured by the said disposition.

[<sup>F2</sup>Testing clause+

#### **Textual Amendments**

**F2** Sch. 3 Forms C-E words substituted (1.8.1995) by 1995 c. 7 s. 14(1), 15(2) Sch. 4 para. 42 (with s. 9(3) (5)(7), 13, 14(3))

+Note—Subscription of the document by the granter of it will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

*Members of the Committee.*

*Secretary.*

Form D

The Limited acknowledges to have received repayment of all moneys secured by the foregoing bond and disposition in security [bond and assignation in security] [bond and such other deed of heritable security as may have been agreed] granted by A in the said society's favour dated and recorded in the Division of the General Register of Sasines for on

[<sup>F2</sup>Testing clause+

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*Members of the Committee.*

*Secretary.*

Form E

The Limited hereby acknowledges to have received repayment of all moneys secured by the foregoing [*describe deed*] by A in the said society's favour.

[<sup>F2</sup>Testing clause+

+Note—Subscription of the document by the granter of it will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

*Members of the Committee.*

*Secretary.*

## SCHEDULE 4

Section 41.

### FORMS OF BOND FOR OFFICERS OF SOCIETY

#### PART I

##### *Forms applicable in England, Wales and the Channel Islands*

Form A

Know all men by these presents, that we, *A.B.*, of, one of the officers of the Limited, hereinafter referred to as "the Society," whose registered office is at in the country of , and *C.D.*, of (as surety on behalf of the said *A.B.*), are jointly and severally held and firmly bound to the said society in the sum of , to be paid to the said society, or its certain attorney, for which payment well and truly to be made we jointly and severally bind ourselves, and each of us by himself, our and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals. Dated the day of

Whereas the above-bounden *A.B.* has been duly appointed to the office of of the Society, and he, together with the above-bounden *C.D.* as his surety, have entered into the above-written bond, subject to the condition herein-after contained: Now therefore the condition of the above-written bond is such, that if the said *A.B.* do render a just and true account of all moneys received and paid by him on account of the society, at such times as the rules thereof appoint, and do pay over all the moneys remaining in his hands, and assign and transfer or deliver all property (including books and papers) belonging to the society in his hands or custody to such person or persons as the society or the committee thereof appoint, according to the rules of the society, together with the proper and legal receipts or vouchers for such payments, then the above-written bond shall be void, but otherwise shall remain in full force.

Sealed and delivered in the presence of

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## Form B

Know all men by these presents that I , of , in the county of , am firmly bound to Limited, herein-after referred to as “the Society,” whose registered office is at, in the county of, in the sum of pounds sterling to be paid to the said society or its assigns, for which payment to be truly made to the said society or its certain attorney or assigns I bind myself, my heirs, executors, and administrators, by these presents sealed with my seal.

[And know further that I [we] as surety [sureties] for the above-named principal obligor and such obligor are jointly and severally bound to the society in the sum aforesaid to be paid to the society or its assigns, for which payment to be truly made to the society or its certain attorney or assigns we firmly bind ourselves and each of us and each of our heirs, executors, and administrators by these presents sealed with our seals.]

Dated the day of

The condition of the above-contained bond is that if the said faithfully execute the office of to the society during such time as he continues to hold the same in virtue either of his present appointment, or of any renewal thereof if such office is of a renewable character [without washing, embezzling, losing, misspending, misapplying, or unlawfully making away with any of the moneys, goods, chattels, wares, merchandise or effects whatsoever of the said society at any time committed to his charge, custody, or keeping by reason or means of his said office], and render a true and full account of all moneys received or paid by him on its behalf as and when he is required by the committee of the society for the time being, and pay over all the moneys remaining in his hands from time to time, and assign, transfer, and deliver up all securities, books, papers, property, and effects whatsoever of or belonging to the society in his charge, custody, or keeping, to such person or persons as the said committee may appoint, according to the rules or regulations of the society for the time being, together with the proper or legal receipts or vouchers for such payments; and in all other respects well and faithfully perform and fulfil the said office of to the society according to the rules thereof, then the above-contained bond shall be void and of no effect; but otherwise shall remain in full force.

Sealed and delivered by the above-named

[The words between brackets against which we have set out initials being first struck out <sup>F3</sup>] in the presence of us

### Textual Amendments

- F3** If no words are struck out in the bond or condition, strike out these words and let the witnesses set their initials in the margin.

and

## PART II

*Form applicable in Scotland*

## Form C

I,A.B., of , hereby bind and oblige myself to the extent of £ as cautioner for C.D., a person employed by the society, that he, the said C.D., shall on demand faithfully and truly account for all moneys received and paid to him for behoof of the said society, and also assign and transfer

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or deliver all property (including books and papers) belonging to the said society in his hands or custody, and that to such person or persons as the said society or the committee thereof appoint, according to the rules of the said society.

[<sup>F4</sup>Testing clause+

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**Textual Amendments**

**F4** Sch. 4 Form C words substituted (1.8.1995) by 1995 c. 7 s. 14(1), 15(2) Sch. 4 para. 43 (with s. 9(3)(5)(7), 13, 14(3))

+ Note—Subscription of the document by the cautioner will be sufficient for the document to be formally valid, but witnessing of it may be necessary or desirable for other purposes (see the Requirements of Writing (Scotland) Act 1995).]

*Signature of cautioner.*

*F., witness.*

*G.H., witness.*

<sup>F5</sup>SCHEDULE 5

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**Textual Amendments**

**F5** S. 77(1), Sch. 5 repealed by Statute Law (Repeals) Act 1974 (c. 22), Sch. 1 Pt. XI

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F5

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