

SCHEDULES

SCHEDULE 1

Section 1.

MATTERS TO BE PROVIDED FOR IN SOCIETY'S RULES

- 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 or 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 approved auditors.
- 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 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.

Status: This is the original version (as it was originally enacted).

SCHEDULE 2

Section 7.

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 and 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.

Secretary.

FORM B

Status: This is the original version (as it was originally enacted).

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.

Signed at _____ on the _____ day of _____

} *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 _____

Signed at _____ this _____ day of _____

} *Members of the Committee.*

Secretary.

FORM E

Status: This is the original version (as it was originally enacted).

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.

Signed at _____ on the _____ day of _____

} *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, herein-after referred to as "the Society," whose registered office is at _____ in the county 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.

Scaled and delivered in the presence of _____

FORM B

Status: This is the original version (as it was originally enacted).

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 pay-
ment 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 wasting, embezzling,
losing, mispending, 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.

Scaled and delivered by the above-named _____.

[The words between brackets against which we have set out initials
being first struck out*] in the presence of us
_____ and

* 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.

PART II

Form applicable in Scotland Form C

FORM C

Status: This is the original version (as it was originally enacted).

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 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.

Signed at _____ this _____ day of _____

Signature of cautioner.

E.F., witness.

G.H., witness.

SCHEDULE 5

Section 77.

REPEALS

Chapter	Short Title	Extent of Repeal
56 & 57 Vict. c. 39.	The Industrial and Provident Societies Act 1893.	The whole Act.
57 & 58 Vict, c. 8.	The Industrial and Provident Societies Act 1894.	The whole Act.
58 & 59 Vict, c. 30.	The Industrial and Provident Societies (Amendment) Act 1895.	The whole Act.
3 & 4 Geo. 5. c. 31.	The Industrial and Provident Societies (Amendment) Act 1913.	The whole Act.
15 & 16 Geo. 5. c. 20.	The Law of Property Act 1925.	In section 115(9), the words " industrial or provident ".
18 & 19 Geo. 5. c.4.	The Industrial and Provident Societies (Amendment) Act 1928.	The whole Act.
3 & 4 Geo. 6. c. 19.	The Societies (Miscellaneous Provisions) Act 1940.	In section 8(1), the words from "or any "to" 1928 ". In section 10(1), in the definition of "society", the words from " any society registered " to " 1928 "
11 & 12 Geo. 6. c. 39.	The Industrial Assurance and Friendly Societies Act 1948.	Section 18(3)(d). In section 19(5), the words from " or in any of the " to the end of paragraph (c).

Chapter	Short Title	Extent of Repeal
14 Geo. 6. c. 34.	The Housing (Scotland) Act 1950.	In section 20(1), the words from "and of "to" 1893 " and paragraph (c). In section 20(2), the words from " or under" to " 1893 ".
15 & 16 Geo. 6. & 1 Eliz. 2. c. 17.	The Industrial and Provident Societies Act 1952.	In section 21, the words from "and of "to" 1893 " Section 79(2), from "and, notwithstanding " onwards.
2 & 3 Eliz. 2. c. 43.	The Industrial and Provident Societies (Amendment) Act 1954.	The whole Act.
5 & 6 Eliz. 2. c. 56.	The Housing Act 1957.	The whole Act.
6 & 7 Eliz. 2. c. 45.	The Prevention of Fraud (Investments) Act 1958.	Section 119(4).
7 & 8 Eliz. 2. c. 72.	The Mental Health Act 1959.	Section 10.
9 & 10 Eliz. 2. c. 28.	The Industrial and Provident Societies Act 1961.	So much of Schedule 5 as relates to the Industrial and Provident Societies Act 1893.
		The whole Act.