

# **Scheme for the Establishment of Community Councils in Inverclyde**

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## 1. Introduction

Community councils were first established in Scotland following the Local Government (Scotland) Act 1973. This Act provided for the adoption by local authorities of schemes for the establishment of community councils to regulate the operation of Community Councils in their areas, and for the periodic review and amendment of such schemes. It also provides that every local community in Scotland is entitled to petition their local authority to establish a community council in their area.

This **Scheme** is **Inverclyde Council's** scheme which, following such a review, was adopted on the 7 December 2023.

In this **Scheme** words and terms shown in **Bold Text** and have particular meanings which are set out in **Appendix V**.

For the avoidance of doubt, in the event of any inconsistency between the **Scheme** and either the **Standing Orders** or the **Constitution** of a **Community Council**, the **Scheme** takes priority.

## 2. Statutory Purposes

The statutory purposes of **Community Councils** are set out in Section 51 (2) of the Local Government (Scotland) Act 1973, as follows: -

*"In addition to any other purpose which a community council may pursue, the general purpose of a community council shall be to ascertain, coordinate and express to the local authorities for its area, and to public authorities, the views of the community which it represents, in relation to matters for which those authorities are responsible, and to take such action in the interests of that community as appears to it to be expedient and practicable"*

## 3. The Role and Responsibilities of Community Councils

The general purpose of **Community Councils** is to act as a voice for the community in their **Community Council Area**. This will involve them articulating the views and concerns of local people in their area on a wide range of issues of public concern and make representations to their local authority, other public sector bodies and private agencies on matters within their sphere of interest.

It is essential that these views be demonstrated to be accurately representative of the community. Accordingly, a **Community Council** will have in place, in consultation with and supported by the **Inverclyde Council**, recognised consultative mechanisms to validate their views and devise strategies to secure greater involvement by all sectors of the community. **Community Councils** have a statutory right to be consulted on planning applications. Licensing matters and any other matters may also be jointly agreed between **Community Councils**, **Inverclyde Council** and other public sector and private agencies.

**Community Councils** may carry out other activities that are in the general interests of the communities they represent, provided these activities fall within the objects of their **Constitution** and **Standing Orders** and the terms of the **Scheme**.

There should be mutual engagement in the establishment of working relationships with the **Inverclyde Council** and other agencies.

In carrying out their activities **Community Councils**, **Community Councillors** and **Associate Members** must at all times adhere to the law, the terms of this **Scheme** and the **Community Councillors' Code of Conduct**.

Where a **Community Council** is established or re-established after an **Election**, it will have a **Constitution** based upon the **Model Constitution** and **Standing Orders** based upon the **Model Standing Orders** (which should be acknowledged at the first **Meeting** of the **Community Council** held after the **Election**) to encourage and maintain consistency for all community councils and to facilitate their proceedings being properly structured and regulated, to ensure that items of business relevant to the community are properly debated and decisions reached in a democratic manner.

Any changes a **Community Council** decides to make to their **Constitution** or **Standing Orders** will require to be approved by **Inverclyde Council** and will only be effective from the date of that approval.

**Community Councils** have a duty under statute to represent the views of their local community. It is vital therefore, that they reflect the broad spectrum of opinion and interests of all sections of the community. Good Practice Guidance has been produced to help Community Councils to deliver on these responsibilities. In order to fulfil their responsibilities as effective and representative, **Community Councils** shall: -

- Inform the community of the work and decisions of the **Community Council** by posting **Calling Notices**, **Agendas** and **Minutes** in public places, such as libraries and notice boards and, subject to the provisions contained within the UK GDPR and the Data Protection Act 2018, provide contact details of **Community Councillors**.
- Seek to broaden both representation and expertise by promoting the **Associate Membership** of the community council of persons for specific projects/issues.
- Make particular efforts to encourage young people and other under-represented groups to attend/participate in community council **Meetings** and to ensure equality of opportunity in the way the **Community Council** carries out its functions and objectives.
- Comply with the terms of this **Scheme** in general, and in particular:
  - Inform **Inverclyde Council** of changes in membership per **Clause 5** of the **Scheme**;
  - Advise **Community Councillors**, **Additional Members** and **Inverclyde Council** of the dates of **Meetings** and provide copies of **Agendas** and

**Minutes of Meetings** at the appropriate times, per **Clause 10** of the **Scheme**; and

- Comply with the requirements of **Clause 12** of the **Scheme** in relation to financial records and **Annual Accounts**.
- Comply with their responsibilities under the UK GDPR and the Data Protection Act 2018.

The **Council** reserves the right to call the **Community Council** to account before a **Conduct Review Panel**, if it considers that a serious breach of this **Scheme** or its accompanying documents has taken place. A **Conduct Review Panel** shall consist of three **Inverclyde Councillors** and two **Community Councillors**. The **Conduct Review Panel** will operate in accordance with the process set out in **Clause 13** of the **Scheme**.

**Inverclyde Councillors** will not sit on a **Conduct Review Panel** considering a matter relating to a **Community Council** which falls within their **Ward**. **Community Councillors** will not sit on a Panel considering a complaint relating to their own **Community Council**.

## 4. Community Council Areas in Inverclyde

**Inverclyde Council** has produced a list of named **Community Councils** at **Appendix III** to the **Scheme**, and a map or maps that define the boundaries of the **Community Council Areas** at **Appendix IV** to the **Scheme**.

## 5. Membership of Community Councils

### Number of Community Councillors

The **Minimum Number** and **Maximum Number** of **Community Councillors** for each **Community Council** is set out in **Appendix III**.

Should circumstances arise that lead to the number of **Community Councillors** on a **Community Council** falling below the **Minimum Number** for that **Community Council**, **Inverclyde Council** shall be informed and may undertake arrangements for an **Interim Election** under **Clause 7** of the **Scheme**.

A **Community Council** cannot have more **Co-Opted Members** than their **Co-Option Limit**.

Should circumstances arise that lead to the number of **Co-Opted Members** on a **Community Council** being above the **Co-Option Limit** for that **Community Council**, **Inverclyde Council** shall be informed and may undertake arrangements for an **Interim Election** under **Clause 7** of the **Scheme**.

There is no limit on the number of **Associate Members** a **Community Council** can appoint.

### Eligibility Requirements

Only those who are:

- 16 years of age or older;
- named on the Electoral Register at an address in the particular **Community Council Area**; and
- **not Inverclyde Councillors** or members of the Scottish or United Kingdom Parliaments,

can become (or remain) **Community Councillors**.

The **Eligibility Requirements** do not apply to **Additional Members** (being **Associate Members** and **Ex-Officio Members**).

### **Elected Members**

**Elected Members** of a **Community Council** are those elected at an **Election** under Clause 7 below.

**Elected Members** will have full voting rights at **Meetings**.

**Elected Members** will, following their election, serve until the next **Regular Election**.

### **Co-Opted Members**

A **Community Council** can appoint a **Co-Opted Member**, as long as the person to be appointed meets the **Eligibility Requirements**, and that such appointment will not result in the **Community Council** having more **Community Councillors** than their **Maximum Number** or more **Co-Opted Members** than their **Co-Option Limit**.

Notice of a proposed Co-Option must be intimated to all of that **Community Council's Community Councillors** and **Additional Members** least 14 days prior to the **Meeting** at which the matter will be decided.

**Co-Opted Members** can only be appointed by a decision of the **Community Council** at a **Meeting** if voted for by at least two-thirds majority of the **Elected Members** present and voting.

**Co-Opted Members** shall have full voting rights, with the exception that they will not be entitled to vote on a question of Co-Option.

**Co-Opted Members** will serve until the first **Election** after their appointment, and will be entitled to seek nomination and election at such **Election** provided they meet the **Eligibility Requirement**.

### **Additional Membership**

#### **Associate Members**

**Associate Members** may be appointed by a **Community Council** where there may be a need for individuals with particular skills or knowledge.

**Associate Members** may serve for such period as determined by the **Community Council** or until the **Community Council** ends their appointment.

**Associate Members** may also include representation from other constituted local voluntary organisations.

**Associate Members** shall have no voting rights at **Meetings** of the **Community Council**.

#### Ex-Officio Members

**Inverclyde Councillors**, MPs and MSPs whose wards or constituencies include all or part of a Community Council Area shall be deemed **Ex-Officio Members** of that **Community Council**.

**Ex-Officio** members shall have no voting rights at **Meetings** of the **Community Council**.

#### Changes in Membership

A **Community Council** must advise the **Inverclyde Council** of any changes in its membership whether in relation to **Community Councillors** or **Associate Members**.

A **Community Councillor** or an **Associate Member** may formally resign from that role by intimating resignation in writing or by email to **the Secretary, the Chair or the Liaison Officer**. Such resignation should be acknowledged and minuted by the **Community Council** at the next **Meeting**.

## 6. Establishment of Community Councils under the Scheme

**Clause 7** of the **Scheme** deals with **Election** process under which a **Community Council** or **Community Councils** are established, whether at a **Regular Election** or an **Interim Election**.

If at any time:

- there is no established **Community Council** for a **Community Council Area**; and
- not less than 20 electors in that **Community Council Area** apply in writing to **Inverclyde Council** for a **Community Council** to be established for that **Community Council Area**,

then in terms of Section 52 (7) of the Local Government (Scotland) Act 1973, **Inverclyde Council** shall, within not more than six weeks from the date of the application, organise, in accordance with the **Scheme, Elections** for the purpose of establishing such a **Community Council**.

## 7. Community Council Elections

### Nominations and Elections

The first **Election** under the **Scheme** shall be held on a date to be determined by **Inverclyde Council** and will be a **Regular Election**.

Subsequent **Regular Elections** will be held on a provisional four-yearly-cycle following that first election, but with final dates to be determined by **Inverclyde Council** (having regard to all relevant facts and circumstances, including but not limited to the timing of any other electoral events).

**Regular Elections** will take place across all **Community Council Areas** on or around the same dates.

Additionally, **Inverclyde Council** may in appropriate circumstances be asked or required to hold **Interim Elections** outwith the **Regular Elections** cycle. They will be administered in the same way as **Regular Elections** but will normally only relate to one **Community Council**.

**Inverclyde Council** will administer all **Elections** and the timing, form and process of Elections and related polls and counts will be as determined from time to time by **Inverclyde Council**.

#### Returning Officer

**Inverclyde Council** will appoint a **Returning Officer**. The **Returning Officer** must not be a **Community Councillor** or intending to stand for election as a **Community Councillor**.

#### Nominations

Individuals seeking nomination for election as a **Community Councillor** must meet the **Eligibility Requirements** set out in **Clause 5** of this **Scheme**, and require to be nominated as a candidate for election by a proposer and seconder, both of whom must be registered on the Electoral Register at an address in the **Community Council Area**.

Those nominating can propose (but only once) **and** second (but only once) at an **Election**. Self-nomination is not permitted.

Nominations require to be submitted with the candidate's consent.

A completed nomination form, the style of which will be determined by **Inverclyde Council**, will require to be completed, signed by the candidate, the proposer and the seconder, and submitted to the **Returning Officer** by no later than the last date for lodging nominations set down in the election timetable determined by **Inverclyde Council**. No nomination forms submitted after that date will be accepted.

#### Process

On the expiry of the period for lodging nominations:

- 1) Should the number of candidates validly nominated for a **Community Council** equal or exceed the **Minimum Number**, but be less than or equal to the **Maximum Number**, the said candidates will be declared to be elected as **Elected Members** of



the **Community Council**, the **Community Council** will be declared to be established or re-established, and no poll shall be held.

- 2) Should the number of candidates validly nominated exceed the **Maximum Number** arrangements for a poll shall be implemented. Following the poll (including any subsequent count), a declaration will be made of those candidates elected as **Elected Members** of the **Community Council** and the **Community Council** declared as established or re-established.
- 3) Should the number of candidates validly nominated be less than the **Minimum Number** the **Community Council** will not be established or re-established at that time, however **Inverclyde Council** may in such circumstances issue a second call for nominations within 6 months of the last date for nominations in the first call.

### Filling of casual places/vacancies between elections

Should a vacancy or vacancies arise on a **Community Council** between **Elections**, the **Community Council** shall take steps to fill such vacancies, which may be either by **Co-Option** complying with **Clause 5** of the **Scheme** or by consulting with **Inverclyde Council** to request an **Interim Election**.

## 8. Equalities

Recognition should be given to the contribution of everyone participating in the work of a **Community Council**. **Community Councils** must comply with Equal Opportunities legislation and ensure that equality of opportunity be given to every participant to have their knowledge, opinion, skill and experience taken into account.

Consideration must also be given by the **Community Council** as to their meeting place or virtual meeting platform. This must be in terms of accessibility and facilities for disabled users, as well as location, as far as practicable, to ensure that the needs of all **Community Councillors**, **Additional Members**, members of public or others attending are met

## 9. Disqualification of Membership

Where for whatever reason a **Community Councillor's** circumstances change so that they no longer meet the **Eligibility Requirement**, then their membership as a **Community Councillor** will automatically come to an end.

If any **Community Councillor** fails to attend any **Meetings** of their **Community Council**, with or without submitting apologies, throughout a period of 6 months, the **Community Council** may terminate their membership.

At the discretion of individual **Community Councils**, a period of leave of absence for a **Community Councillor** may be granted at any **Meeting** of the **Community Council**.

A **Community Councillor's** membership of a **Community Council** may also be suspended or terminated under **Clause 13** of the **Scheme** in terms of a decision of (i) the **Community Council** or (ii) a **Conduct Review Panel**.

## 10. Meetings

The first **Ordinary Meeting** of a **Community Council** following an **Election** will be called by the **Returning Officer** approved by **Inverclyde Council** and will take place within 6 weeks of the date of the **Election**, or as soon as practicable thereafter. The business of that **Meeting** will include acknowledgement of the **Constitution** and **Standing Orders** in terms of **Clause 3** of the **Scheme**, appointment of office bearers and any outstanding business matters from the outgoing community council.

The frequency of meetings will be determined by each **Community Council**, subject to a minimum of one **Annual General Meeting** and **6 Ordinary Meetings** being held in each **Community Council Year**. The **Annual General Meeting** shall be held in a month of each year to be determined by the **Community Council** in consultation with **Inverclyde Council**.

It shall be a matter in the discretion of the **Community Council** as to whether **Meetings** be held in person, using online video conferencing or meetings systems, or a hybrid of both, subject to the requirement in the following paragraph on public access.

A **Community Council** can meet to discuss items of business in private where it considers it appropriate to do so. The decision to meet in private must be agreed in advance and decided by a majority vote. Notice of such a meeting will be given to the public in the usual way, which notice will indicate that the meeting, or a part thereof, shall be held in private, and provide the reason why it is to be held in private. Subject to the foregoing exception, all **Meetings** must (whether in person or online) be accessible to members of the public.

If a **Community Council** receives a written request signed by at least 20 persons resident within the **Community Council Area** to convene a meeting for a particular matter or matters to be debated, it shall call such a meeting to be held within 21 days of receipt of such a request, which shall known as a **Special Meeting**.

Not less than 10 days before the date of a **Meeting**, circulate a **Calling Notice** and **Agenda** to **Community Councillors**, **Additional Members** and **Inverclyde Council**.

A **Calling Notice** will specify the date, time and place (in this context, place can include details of how to connect to an online meeting) of the **Meeting**.

An **Agenda** will specify the items of business to be discussed at the **Meeting**. No item of business may be discussed at a **Meeting** if it was not included on the **Agenda** unless such discussion is agreed to by a majority of the **Community Councillors** present and voting at that **Meeting**.

**Community Councils** shall publish **Calling Notices**, **Agendas** in advance of **Meetings** and in public places, such as libraries and notice boards and online, and will make **Calling Notices**, **Agendas** and **Minutes** available to any party on request.

Not later than 21 days after the date of a **Meeting**, circulate draft minutes of the **Meeting** to **Inverclyde Council**, **Community Councillors**, **Additional Members** and other interested parties.

The quorum at a **Meeting** of a **Community Council** shall be the greater of:

- one third of its current number of **Community Councillors**; or
- 3 of its **Community Councillors**.

An outline for the content of business that **Community Councils** should adhere to when holding **Meetings** is contained within the **Model Standing Orders**.

**Inverclyde Council** has the discretion to call a **Meeting** of a **Community Council**, and shall in such circumstances be responsible for the preparation, issue and publication of a **Calling Notice** and **Agenda**.

## 11. Liaison with Inverclyde Council

In order to facilitate the effective functioning of **Community Councils**, **Inverclyde Council** has identified an official to act as a **Liaison Officer** with **Community Councils**. Unless there is a specific agreement or an issue is a specific departmental issue, all correspondence between **Inverclyde Council** and the **Community Councils** should, in the first instance, be directed through that official.

**Community Councils** shall provide copies of their **Agendas** and **Minutes** within timescales set out in the **Scheme** to the **Inverclyde Council** via the **Liaison Officer**.

**Community Councils** may make representations to **Inverclyde Council** and other public and private agencies, on matters for which it is or they are responsible and which it considers to be of local interest. Representations should be made, in the case of statutory objections, such as planning or licensing matters, to the appropriate **Inverclyde Council** official.

On issues where an **Inverclyde Council** department is consulting with **Community Councils**, representations should be made to the appropriate departmental officer.

## 12. Resourcing a Community Council

A **Community Council** must maintain proper financial records and present financial reports at **Meetings**. As soon as reasonably practicable after the end of each **Community Council Year**, a **Community Council** must also prepare a set of **Annual Accounts** detailing all income and expenditure in that **Community Council Year** and the balances of funds held by the **Community Council** at the start and end of that **Community Council Year**. Both of these tasks would ordinarily be undertaken by the **Community Councillor** appointed by the **Community Council** as their Treasurer.

The **Community Councils** shall follow such guidance as is produced from time to time by **Inverclyde Council** on maintaining financial records, the form of the **Annual Accounts** and the independent verification of the **Annual Accounts**.

The **Annual Accounts** of a **Community Council** shall be independently examined and approved by at least two examiners appointed by the **Community Council**, who are not **Community Councillors** or **Additional Members** of that **Community Council** or persons connected with any of the **Community Councillors** or **Additional Members** of that **Community Council**. The **Annual Accounts** so examined will then be submitted to the **Community Council's Annual General Meeting** (or if that is not possible, any other **Meeting** of the **Community Council**) for approval by the **Community Council**.

Following independent examination and approval in terms of the last paragraph, a **Community Council** shall as soon as reasonably practicable forward a copy of their **Annual Accounts**, to the **Liaison Officer**.

The **Liaison Officer** may, at their discretion and in consultation with the **Inverclyde Council's** Chief Financial Officer, require the community council to produce such records, vouchers and account books, as may be required.

Each **Community Council** shall have the power to secure resources for schemes, projects and all other purposes consistent with its functions.

**Inverclyde Council** may provide grant funding to **Community Councils**. The amount of such grant funding, the purposes to which it may be applied, and any conditions attaching to the award or the use of such grant funding shall be as determined by **Inverclyde Council** from time to time.

**Inverclyde Council** shall determine any additional support services/resourcing, such as: photocopying and distribution of community council minutes, agendas and free lets of halls for community council meetings, to suit local requirements.

The **Liaison Officer** will liaise with the **Community Councils** on any training requirements, including but not limited to training on the duties and responsibilities of community council office bearers, the role of **Community Councils**, the functions of **Inverclyde Council** and other relevant topics.

## 13. Complaints Procedure

### Complaints Criteria

Any person may complain to a **Community Council** about the conduct of the **Community Council**, or any of its **Community Councillors** or **Associate Members**.

A **Community Council** must advise **Inverclyde Council** of any **Complaint** received by it, advising of their proposed course of action in terms of this **Clause** and the reasoning for that proposed course of action.

The **Community Council** does not have to consider the substance of a **Complaint**, (or refer it to the **Conduct Review Panel**), if it decides by a simple majority of **Community Councillors** present at the meeting where it is considered and eligible to vote that:

- the **Complaint** is vexatious; or
- that the subject matter of the **Complaint** is substantially identical to that of a previous **Complaint** that has been or is currently being dealt with by either the **Community Council** or a **Conduct Review Panel**.

All **Complaints** shall be considered by the **Community Council** in the first instance, unless:

- the **Complaint** concerns the conduct of the **Community Council** as a whole, or the conduct of half or more of the **Community Councillors** on a **Community Council**;
- three or more **Complaints** have previously been received about a particular **Community Councillor**, or from a particular individual, during a single term of the **Community Council**; or

- the **Complaint** concerns the response of the **Community Council** to a previous **Complaint**.

**Complaints** falling within one of the above categories shall be referred in the first instance by the **Community Council** to **Inverclyde Council** for consideration by a **Conduct Review Panel**. **Conduct Review Panels** are dealt with below.

All other **Complaints** shall be considered by the **Community Council**.

### **Community Council Consideration of Complaints.**

They shall determine **Complaints** on the basis of a simple majority of those present and eligible to vote on whether the subject of the **Complaint** has failed to comply with their duties in their role as a **Community Councillor**. A **Community Councillor** who is either the subject of a **Complaint**, or is the complainer, will not be entitled to vote when that **Complaint** is being considered.

If the **Community Council** is satisfied that complaint is upheld, the **Community Council** must either:-

- censure the **Community Councillor** in question;
- issue of a formal written warning to the **Community Councillor** in question;
- suspension of the **Community Councillor** in question from the **Community Council** for up to 3 months; or
- where the **Community Council** considers it appropriate, refer the **Complaint** to a **Conduct Review Panel** for consideration and determination.

### **Conduct Review Panels and their Consideration of Complaints**

**Inverclyde Council** will establish a **Conduct Review Panel** to consider **Complaints** which have been referred by a **Community Council** where **either** the **Complaint** falls to be considered by such a panel in the first instance **or** a following consideration of the **Complaint**, the **Community Council** has decided to do so, all in terms of this **Clause**.

A **Conduct Review Panel** shall consist of three **Inverclyde Councillors** and two **Community Councillors**, subject to the following:

- **Inverclyde Councillors** will not sit on a **Conduct Review Panel** considering a **Complaint** relating to a **Community Council** which falls within their **Ward** or where they are the complainer or one of the complainers.
- A **Community Councillor** will not sit on a **Conduct Review Panel** considering a **Complaint**: relating to their own **Community Council**; relating to themselves as an individual **Community Councillor**; or where they are the **Complainer** or one of the **Complainers**.
- A **Conduct Review Panel** will have a quorum of three, being two **Inverclyde Councillors** and one **Community Councillor**.

Only members of a **Conduct Review Panel** who are present for all meetings of that **Conduct Review Panel** in relation to a **Complaint** can vote on a decision on that **Complaint**.

If a **Complaint** is made in respect of a decision of a **Community Council** to impose one of sanctions in respect of a previous **Complaint**, implementation of that sanction shall be suspended pending the **Conduct Review Panel's** determination of the new **Complaint**, and in so determining the **Conduct Review Panel** may uphold, vary or revoke the sanction previously imposed.

The **Conduct Review Panel** will endeavour to meet to consider a **Complaint** within 12 weeks of Inverclyde Council's receipt of the referral. The relevant parties will be notified if that timescale cannot be met.

The **Conduct Review Panel** may refer a complaint for consideration by an independent person or body if required.

A decision by the **Conduct Review Panel** will be reached by a simple majority. If the **Conduct Review Panel** is satisfied that the **Complaint** be upheld, they must do one or more of the following:-

- censure the **Community Councillor** in question;
- issue of a formal written warning to the **Community Councillor** in question;
- suspend the **Community Councillor** in question from the relevant **Community Council** for up to one year;
- remove the **Community Councillor** in question from the relevant **Community Council**;
- disqualify the **Community Councillor** in question from sitting on any **Community Council** within the **Inverclyde Council** area for a period of up to a maximum of the remainder of the **Community Council's** term or two years, whichever is greater;
- require the **Community Councillor** in question to participate in mediation with the complainer; and
- in circumstances where it appears that the whole **Community Council**, or a significant proportion of its **Community Councillors** have engaged in gross misconduct, recommend that the **Inverclyde Council** suspend or dissolve the **Community Council**.

The **Conduct Review Panel** will confirm the decision to the **Community Council** , the **Community Councillor** in question and to the complainer, setting out the reason(s) for the decision.

**Inverclyde Council's** Head of Legal, Democratic, Digital & Customer Services will determine procedures for how a meeting of a **Conduct Review Panel** is to be arranged and if any complaint is to be considered. Meetings of a **Conduct Review Panel** shall be held in public unless the **Conduct Review Panel** in that instance decides there are reasonable grounds for them to be wholly or partly in private.

**Inverclyde Council** reserves the right to carry out an investigation that it considers necessary into the conduct of a **Community Council** or individual **Community Councillors**.

## 14. Dissolution of a Community Council

The terms for dissolution of a **Community Council** are contained within the **Model Constitution**.

Notwithstanding these terms:

- should a **Community Council** fail to hold a meeting for a period of 4 consecutive months, **Inverclyde Council** may, having regard to all the relevant facts and circumstances, decide to dissolve that **Community Council**;
- where a **Conduct Review Panel** has recommended suspension or dissolution of a **Community Council** in terms of **Clause 13** of the Scheme, **Inverclyde Council** may, having regard to all the relevant facts and circumstances, decide to suspend or dissolve that **Community Council**;
- for the avoidance of doubt, on the declaration of result of a **General Election** for a **Community Council Area** by the **Returning Officer**, any **Community Council** previously established for that **Community Council Area** will be dissolved.

## **Appendix I - Model Constitution for Community Councils**

# **Constitution of [INSERT NAME OF COMMUNITY COUNCIL] Community Council**

### **1. Name**

The name of the COMMUNITY COUNCIL shall be [INSERT NAME OF COMMUNITY COUNCIL AS PER SCHEME] (referred to as the “COMMUNITY COUNCIL” in this document).

### **2. Area of the Community Council**

The area of the COMMUNITY COUNCIL shall be as shown on the map attached to the Scheme for the Establishment of Community Councils in Inverclyde (“the Scheme”) as approved by the Inverclyde Council (“the Council”) on [\[1\]](#).

### **3. Objectives**

The objectives of the COMMUNITY COUNCIL shall be:

- (a) to ascertain, co-ordinate and reflect the views of the community which it represents, to liaise with other community groups within the area, and to fairly express the diversity of opinions and outlooks of the people;
- (b) to express the views of the community to the Council, to public authorities and other organisations;
- (c) to take such action in the interests of the community as appears to it to be desirable and practicable;
- (d) to promote the well-being of the community, particularly in relation to community safety issues, and to foster community spirit;
- (e) to be a means whereby the people of the area shall be able to voice their opinions on any matter affecting their lives, their welfare, their environment, its development and amenity.

### **4. Role and Responsibilities**



In the discharge of their functions and the conduct of their business, the COMMUNITY COUNCIL and its membership shall have regard to their role and responsibilities as set out in Clause 3 of the Scheme and the Community Councillors' Code of Conduct agreed in 2009 published by the Scottish Government and any variation or replacement thereof ("the Code of Conduct").

## **5. Membership**

The COMMUNITY COUNCIL'S membership is as governed by Clause 5 of the Scheme. When used in this document, the terms Community Councillor, Elected Member, Co-Opted Member, Additional Member, Associate Member and Ex-Officio Member shall have the meanings set out in that Clause 5.

## **6. Method of Election**

Election procedures shall be governed by the method of election laid down in Clause 7 of the Scheme and as determined from time to time by Inverclyde Council.

## **7. Casual Vacancies on the Community Council**

Where a vacancy arises which does not result in the number of Community Councillors falling below the minimum number as specified in Clause 5 of the Scheme, and at least 6 months has passed since the last election the COMMUNITY COUNCIL may, if it considers it to be desirable, agree to:-

- (a) the holding of an extraordinary general meeting to consider the submission of a request to the Council that an Interim Election be held in terms of Clause 7 of the Scheme to fill the vacancy (and any other outstanding vacancies) can be filled, on the basis that such vacancies would be publicised, nominations invited and an election held where the number of candidates exceeded the number of places available (Interim Elections will be administered by the Council in terms of the Scheme);
- (b) the filling of a vacancy by Co-Option in terms of Clause 5 of the Scheme provided that doing so would not mean the number of Co-Opted Members exceeds the Co-Option limit set out at Clause 5 of the Scheme; or
- (c) the vacancy being left unfilled until local public interest is expressed or until the next set of Regular Elections in terms of Clause 7 of the Scheme.

## **8. Voting Rights of Members of the Community Council**

As provided for in Clause 5 of the Scheme, at any meeting of the COMMUNITY COUNCIL, Community Councillors shall have the right to vote but Associate Members and Ex-Officio Members shall not.

Unless there are specific provisions stating otherwise in the Scheme or this Constitution all decisions of the COMMUNITY COUNCIL will be decided by a simple majority of those eligible to vote and present and voting.

In the event of a vote of the Community Councillors that results in a majority not being achieved, the Chair shall have an additional or casting vote.

## **9. Election of Office Bearers**

- (a) At the first meeting of the COMMUNITY COUNCIL after a Regular Election and thereafter at each Annual General Meeting, the COMMUNITY COUNCIL shall appoint a Chair, Secretary, Treasurer and other such office-bearers as it shall from time to time decide from among its Community Councillors. Where an office bearer vacancy arises, the COMMUNITY COUNCIL may fill such a vacancy by appointment at a regular COMMUNITY COUNCIL Meeting.
- (b) Subject to (c) below, all office bearers shall be appointed for the period up to the next Annual General Meeting, but shall be eligible for re-appointment, without limitation of time.
- (c) Notwithstanding the terms of (b) above, a COMMUNITY COUNCIL may decide to revoke the appointment of an office bearer at any meeting of the COMMUNITY COUNCIL provided that:
  - i. notice of the proposal to discuss such revocation has intimated to all of the COMMUNITY COUNCIL's Community Councillors and Additional Members least 14 days prior to the Meeting at which the matter will be decided; and
  - ii. the revocation of such appointment can only take place if voted for by at least a two-thirds majority of the Community Councillors present and voting at the Meeting in question.
- (d) Without the express approval of the Council, no one Community Councillor shall hold more than one of the following offices at any one time: Chair, Secretary or Treasurer.
- (e) An office-bearer may formally resign from that role by intimating resignation in writing or by email to the Secretary or the Chair or the Liaison Officer. Such resignation should be acknowledged and minuted by the COMMUNITY COUNCIL at the next MEETING.

## **10. Committees of the Community Council**

The COMMUNITY COUNCIL may appoint representatives to committees of the COMMUNITY COUNCIL and shall determine their composition, quorum, terms of reference, duration, duties and powers.

## **11. Meetings of the Community Council**

- (a) The quorum for COMMUNITY COUNCIL meetings shall be at least one third of the current number of Community Councillors, or 3 Community Councillors, whichever is the greater.
- (b) Once in each year in a month to be determined by the COMMUNITY COUNCIL in consultation with INVERCLYDE COUNCIL, the COMMUNITY COUNCIL shall convene an Annual General Meeting for the purpose of receiving and considering the Chair's annual report on the COMMUNITY COUNCIL, the submission and approval of the independently examined annual statement of accounts and the appointment of office bearers.
- (c) The terms of Clause 10 of the Scheme shall apply to the conduct of all meetings of the COMMUNITY COUNCIL, and the COMMUNITY COUNCIL must adhere to the terms of the same. This Clause sets out the minimum number of meetings required, the requirement to provide public notice of meetings, issue Calling Notices and Agendas, and to circulate draft and approved minutes of meetings.
- (d) Dates, times and venues of regular meetings of the COMMUNITY COUNCIL shall be fixed at the first meeting of the COMMUNITY COUNCIL following a Regular Election, and thereafter at each Annual General Meeting. Special meetings shall require at least 10 days public notice, either called by the Chair, or on the request of not less than one half of the total number of Community Councillors. INVERLCYDE COUNCIL has the discretion to call a meeting of the COMMUNITY COUNCIL, and shall in such circumstances be responsible for the preparation, issue and publication of a CALLING NOTICE and AGENDA.
- (e) Copies of all minutes of meetings of the COMMUNITY COUNCIL and of committees thereof shall be approved at the next prescribed meeting of the COMMUNITY COUNCIL.
- (f) The COMMUNITY COUNCIL shall abide by its Standing Orders for the proper conduct of its meetings.
- (g) The COMMUNITY COUNCIL has a duty to be responsive to the community it represents. Should the COMMUNITY COUNCIL receive a written request, signed by at least 20 persons resident within the COMMUNITY COUNCIL area to convene a special meeting for a particular matter or matters to be debated, it shall call such a meeting within 21 days of receipt of such a request, complying with the notice requirement Clause 10 of the Scheme.
- (h) The COMMUNITY COUNCIL can meet to discuss items of business in private where it considers it appropriate to do so. The decision to meet in private will be agreed in advance and decided by a majority vote. Notice of such a meeting will be given to the public in the usual way. However, the Notice will record that the meeting, or a part thereof, shall be held in private, and provide the reason why it is to be held in private.

## **12. Public Participation in the Work of the Community Council**

- (a) All meetings of the COMMUNITY COUNCIL and its committees (subject to 11(h), above) shall be open to members of the public. Proper provision is to be made for the accommodation of (or access for) members of the public and the opportunity should be afforded at each meeting to permit members of the public to address the COMMUNITY COUNCIL, under the guidance of the Chair.
- (b) Notices calling meetings of the COMMUNITY COUNCIL and its committees shall be posted prominently within the COMMUNITY COUNCIL area for a minimum period of ten days before the date of any such meeting, and, where possible, be advertised by other suitable means.

### **13.Information to the Council**

The Community Council Liaison Officer shall be sent an annual calendar of the COMMUNITY COUNCIL'S prescribed meeting dates, times and venues, which should be agreed at the COMMUNITY COUNCIL'S annual general meeting, minutes of all meetings, the annual report, the annual financial statement and any other such suitable information, as may from time to time be agreed between the COMMUNITY COUNCIL and the Council. When special meetings of the COMMUNITY COUNCIL are to be held, the Community Council Liaison Officer should be advised of the date, time venue and subject(s) of debate of such meetings, at least 10 days in advance of the meeting date.

### **14.Control of Finance**

- (a) All monies raised by or on behalf of the COMMUNITY COUNCIL or provided by the Council and other sources shall be applied to further the objectives of the COMMUNITY COUNCIL and for no other purpose. The monies provided by the Council by way of Grant for administrative and other approved purposes shall be used only as prescribed. Monies raised from other sources may be used in accordance with the terms of this provision (so long as they are consistent with the objectives of the community council), or in the absence of such terms, for the furtherance of the objectives of the COMMUNITY COUNCIL.
- (b) The Treasurer shall undertake to keep proper accounts of the finances of the COMMUNITY COUNCIL.
- (c) Any two of three authorised signatories, who would normally be office-bearers of the community council, may sign cheques on behalf of the COMMUNITY COUNCIL, provided that no two authorised signatories can be related, have a business connection or reside in the same house.
- (d) The provisions of Clause 12 of the Scheme shall apply to and be followed by the COMMUNITY COUNCIL in relation to the preparation, independent verification and COMMUNITY COUNCIL approval of the Annual Accounts of the COMMUNITY COUNCIL for each Community Council Year.

### **15.Title to Property**

Property and other assets belonging to the COMMUNITY COUNCIL shall be vested in the Chair, Secretary and Treasurer of the COMMUNITY COUNCIL and their successors in these respective offices as trustees of the COMMUNITY COUNCIL.

## **16.Alterations to the Constitution**

Any proposal by the COMMUNITY COUNCIL to alter this Constitution must be first considered by a meeting of the COMMUNITY COUNCIL and the terms of the proposal to alter the Constitution shall be stated on the notice calling the meeting, which shall be issued not less than ten days prior to the meeting. Any proposed alterations may not prejudice the terms and objectives contained within the Scheme.

If the proposal is supported by two-thirds of the total voting membership of the COMMUNITY COUNCIL'S Community Councillors present and voting at that Meeting, and is approved in writing by the Council, the alteration shall be deemed to have been duly authorised and can then come into effect.

## **17.Dissolution**

If the COMMUNITY COUNCIL by a two-thirds majority of the Community Councillors present and voting at the meeting in question, decides that it is necessary or advisable to dissolve, it shall agree a date for a public meeting to be held to discuss a proposed resolution to dissolve.

It is a requirement that not less than ten days prior to the date of such meeting a public notice be given by means of notification in the local newspaper.

If the resolution is supported by a majority the Community Councillors present and voting at that meeting and is approved by the Council, the COMMUNITY COUNCIL shall be deemed to be dissolved and all assets remaining, subject to the approval of the Council, after the satisfaction of any proper debts or liabilities shall transfer to the Council who shall hold same in Trust for a future COMMUNITY COUNCIL representing that area.

In the event that the COMMUNITY COUNCIL is dissolved under the above procedure, and twenty or more electors subsequently wish the re-establishment of a COMMUNITY COUNCIL for the area, these electors shall submit a requisition to the Council in accordance with Section 52(7) of the Local Government (Scotland) Act 1973, on receipt of which the Returning Officer shall arrange for elections to be held in accordance with the Scheme.

## Appendix II - Model Standing Orders

# Standing Orders of [INSERT NAME OF COMMUNITY COUNCIL] Community Council

### 1. Meetings

- (a) Ordinary meetings of the COMMUNITY COUNCIL shall be held in on such dates as are determined from time to time by the COMMUNITY COUNCIL in accordance with the COMMUNITY COUNCIL's Constitution and the Scheme for the Establishment of Community Councils in Inverclyde ("the Scheme"). Special Meetings may be called at any time: on the instruction of the Chair of the COMMUNITY COUNCIL; on the request of not less than one-half of the total number of Community Councillors (as defined the Scheme) of the COMMUNITY COUNCIL; or on the receipt of a common written request, signed by at least 20 persons, resident within the COMMUNITY COUNCIL area, to convene a special meeting for a particular matter or matters to be debated. A Special Meeting shall be held within 21 days of the receipt of the request made to the Secretary of the COMMUNITY COUNCIL. Annual General Meetings are held annually.
- (b) The notice of meetings of the COMMUNITY COUNCIL, featuring the date, time and venue, shall be provided to each COMMUNITY COUNCIL member and the Community Council Liaison Officer by the Secretary of the COMMUNITY COUNCIL, at least 10 days before the date fixed for the meeting.

### 2. Minutes

Minutes of the proceedings of a meeting of the COMMUNITY COUNCIL shall be drawn up, and distributed in accordance with Clause 10 of the Scheme and shall, following their approval, be signed at the next meeting of the COMMUNITY COUNCIL by the person presiding thereat and retained for future reference.

### 3. Quorum

A quorum shall be one-third of the current number of Community Councillors of the COMMUNITY COUNCIL, or 3 such Community Councillors, whichever is the greater. If a quorum is not present, no business may be transacted or decisions made by the COMMUNITY COUNCIL at the meeting.

### 4. Order of Business

**i. Ordinary Meeting**

The order of business at every Ordinary Meeting of the COMMUNITY COUNCIL shall be as follows: -

- (a) Recording of membership present, declarations of interest, and apologies received.
- (b) The minutes of the last meeting of the COMMUNITY COUNCIL shall be submitted for approval.
- (c) Any planning applications the Chair has directed should be considered.
- (d) Any other item of business, which the Chair has directed, should be considered.
- (e) Any other competent business.
- (f) Questions from the floor.
- (g) Chair to declare date of next meeting and close meeting.

**ii. Annual General Meeting**

The order of business at every Annual General Meeting of the COMMUNITY COUNCIL shall be as follows: -

- (a) Recording of membership present and apologies received.
- (b) The minutes of the last annual general meeting of the COMMUNITY COUNCIL shall be submitted for adoption.
- (c) Chair's Annual Report (and questions from the floor).
- (d) Secretary's Annual Report (and questions from the floor).
- (e) Treasurer's submission of Balance Sheet and Annual Accounts duly independently examined and certified correct (and questions from the floor).
- (f) Demit of current office bearers/election of office bearers.
- (g) Chair to declare date of next annual general meeting and close meeting.

It will not be uncommon that the COMMUNITY COUNCIL has arranged for an ordinary meeting of the COMMUNITY COUNCIL to begin at the close of the Annual General Meeting, to enable any outstanding reporting on business matters to be heard; and for Community Councillors, Additional Members and members of the public to have an opportunity to bring matters to the attention of the COMMUNITY COUNCIL, possibly for inclusion on a future agenda.



### iii. Special Meeting

The order of business at every Special Meeting of the COMMUNITY COUNCIL shall be as follows: -

- (a) Recording of membership present and apologies received.
- (b) Business for debate, as described in the calling notice for the special meeting.
- (c) Chair to close meeting.

## 5. Order of Debate

- (a) The Chair shall decide all questions of order, relevancy and competency arising at meetings of the COMMUNITY COUNCIL and her/his ruling shall be final and shall not be open to discussion. In particular, the Chair shall determine the order, relevancy and competency of all questions from the public in attendance at meetings of the COMMUNITY COUNCIL raised at 4, above. The Chair in determining the order, relevance and competency of business and questions shall have particular regard to the relevance of the issue to the community and ensure that the discussion and proceedings are conducted in such a manner that decisions are reached in a democratic manner. The Chair shall have the power, in the event of disorder arising at any meeting, to adjourn the COMMUNITY COUNCIL meeting to a time he/she may then, or afterwards, fix.
- (b) Every motion or amendment shall be moved and seconded by a Community Councillor.
- (c) After a mover of a motion has been called on by the Chair to reply, no other members shall speak to the question.
- (d) A motion or amendment once made and seconded shall not be withdrawn without the consent of the mover and seconder thereof.
- (e) A motion or amendment which is contrary to a previous decision of the COMMUNITY COUNCIL shall not be competent within six months of that decision.

## 6. Voting

- (a) Voting shall be taken by a show of hands of those present and eligible to vote, with the exception that, the appointment of office bearers (or the revocation of such appointment) may be held by secret ballot.
- (b) The Chair of a meeting of the COMMUNITY COUNCIL shall have a casting vote as well as a deliberative vote.

## 7. Alteration of Standing Orders

A proposal to alter these Standing Orders may be proposed to Inverclyde Council to be altered or added to at any time by the COMMUNITY COUNCIL, provided that notice of



motion to that effect is given at the meeting of the COMMUNITY COUNCIL immediately prior to that at which the motion is discussed. Inverclyde Council shall have final discretion on any proposed change.

## **8. Committees**

The COMMUNITY COUNCIL may appoint such committees as it may from time to time decide and shall determine their composition, quorum, terms of reference, duration, duties and powers.

## **9. Suspension of Standing Orders**

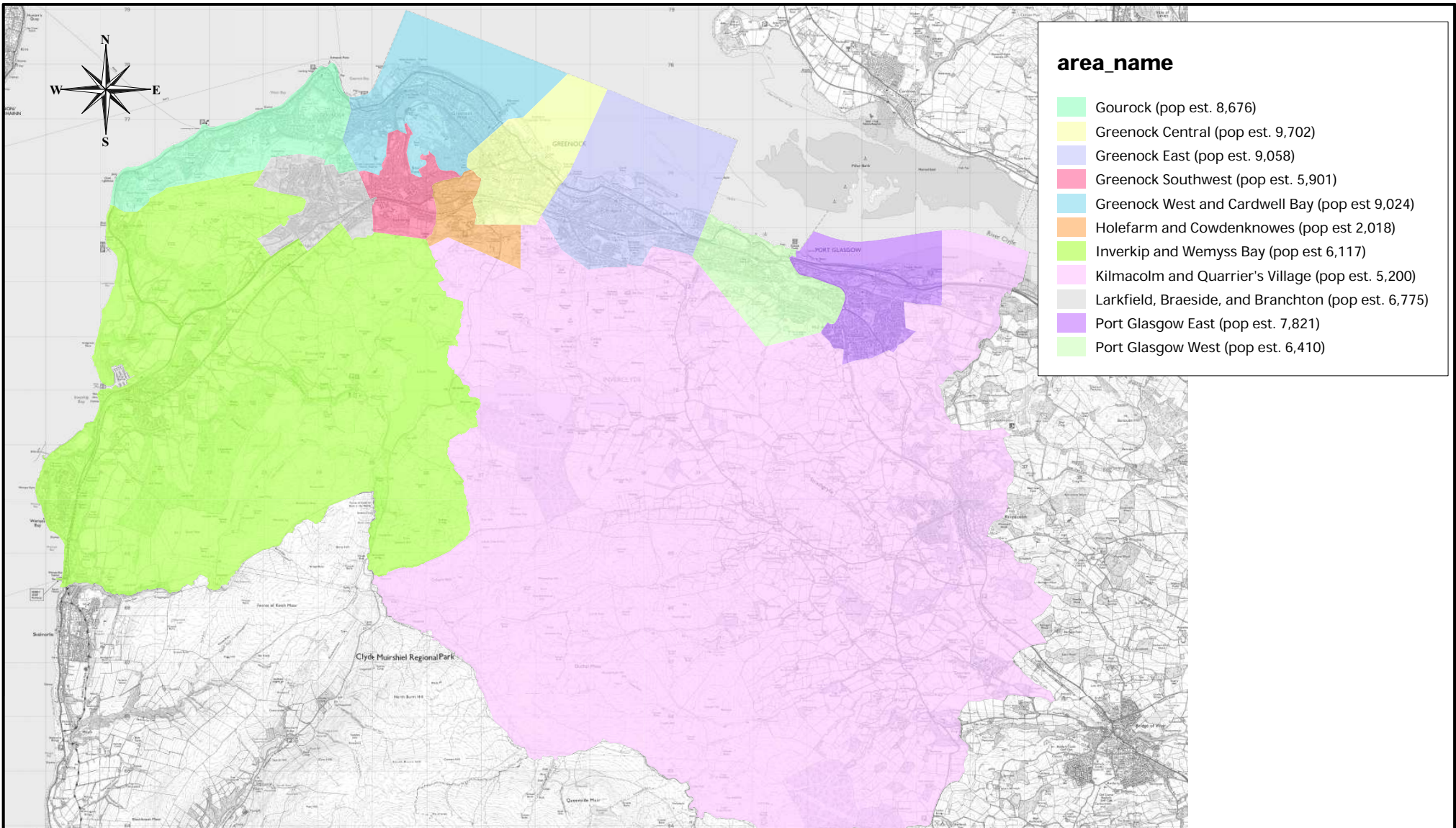
These Standing Orders shall not be suspended except at a meeting at which three-quarters of the total number of Community Councillors are present and then only if the mover states the object of his motion and if at least two-thirds of the Community Councillors present and voting support the suspension.

### Appendix III - Community Councils, Maximum and Minimum Numbers, and Populations (best fit from SIMD data)

<b>Community Council</b>	<b>Population</b>	<b>Minimum Number of Community Councillors</b>	<b>Maximum Number of Community Councillors</b>
Gourock	8676	5	11
Greenock Central	9702	5	11
Greenock East	9058	5	11
Greenock Southwest	5901	5	9
Greenock West and Cardwell Bay	9024	5	11
Holefarm and Cowdenknowes	2018	5	8
Inverkip and Wemyss Bay	6117	5	10
Kilmacolm and Quarrier's Village	5200	5	9
Larkfield, Braeside and Branchton	6775	5	10
Port Glasgow East	7821	5	10
Port Glasgow West	6410	5	10

## **Appendix IV - Maps of Community Council Areas**

# Inverclyde Community Council Areas (2023)



**Inverclyde**  
council

Culture, Communities, and Educational Resources  
Municipal Buildings  
Clyde Square  
GREENOCK  
PA15 1LY

Tel: 01475 717171  
community.safety@inverclyde.gov.uk

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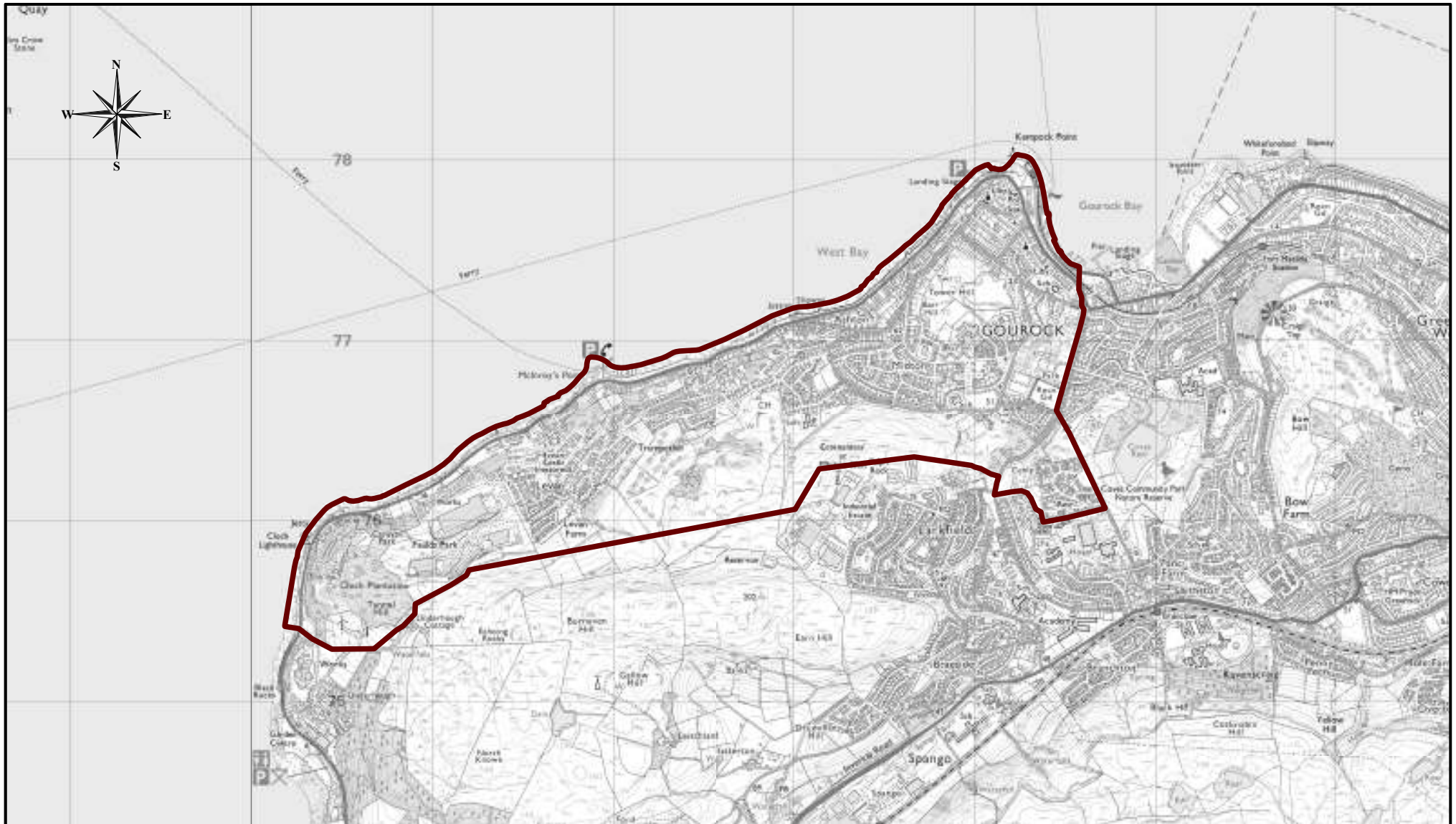
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# Gourock Community Council (2023)



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**Scale: 1:30000**

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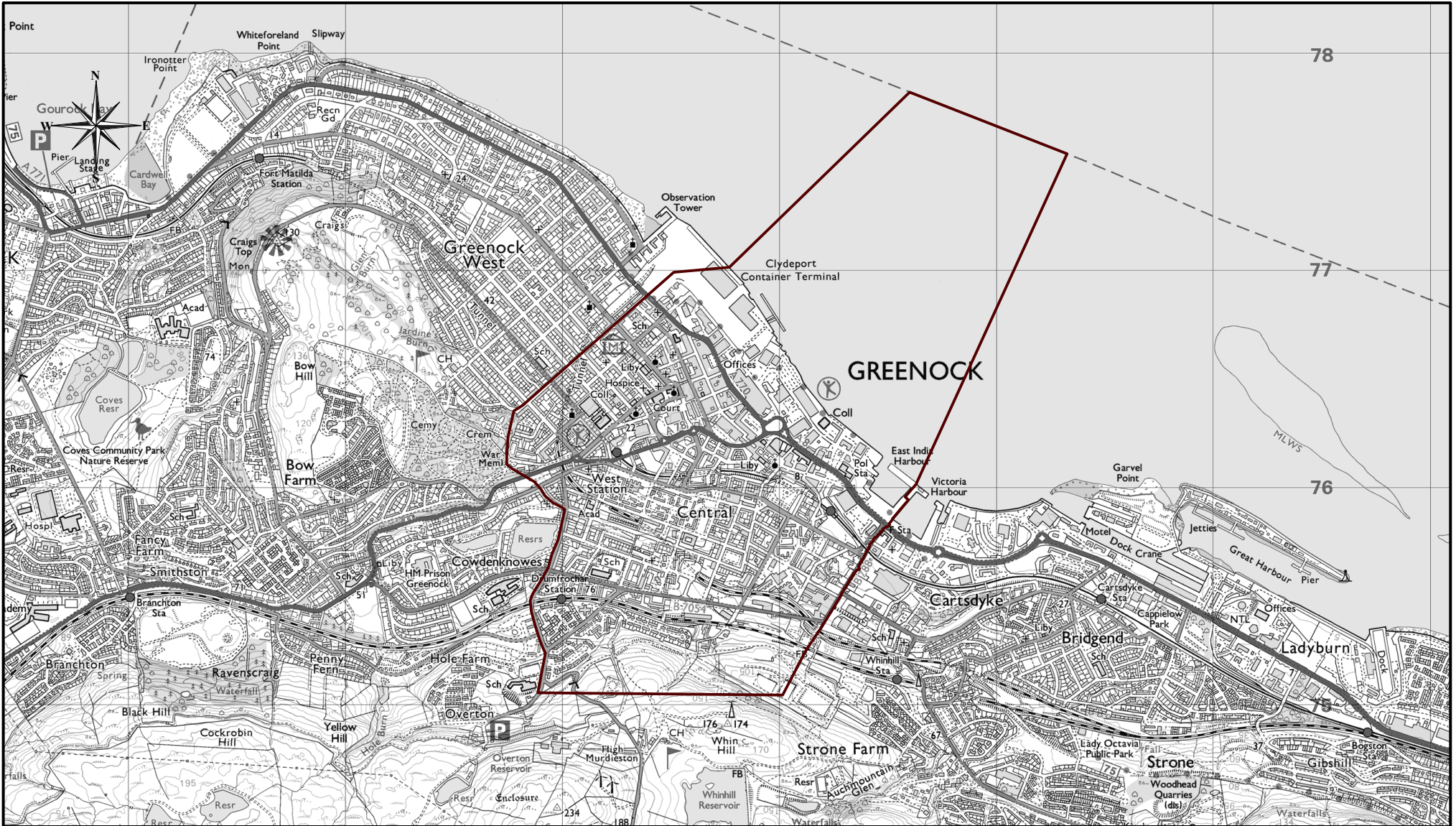


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# Greenock Central Community Council (2023)



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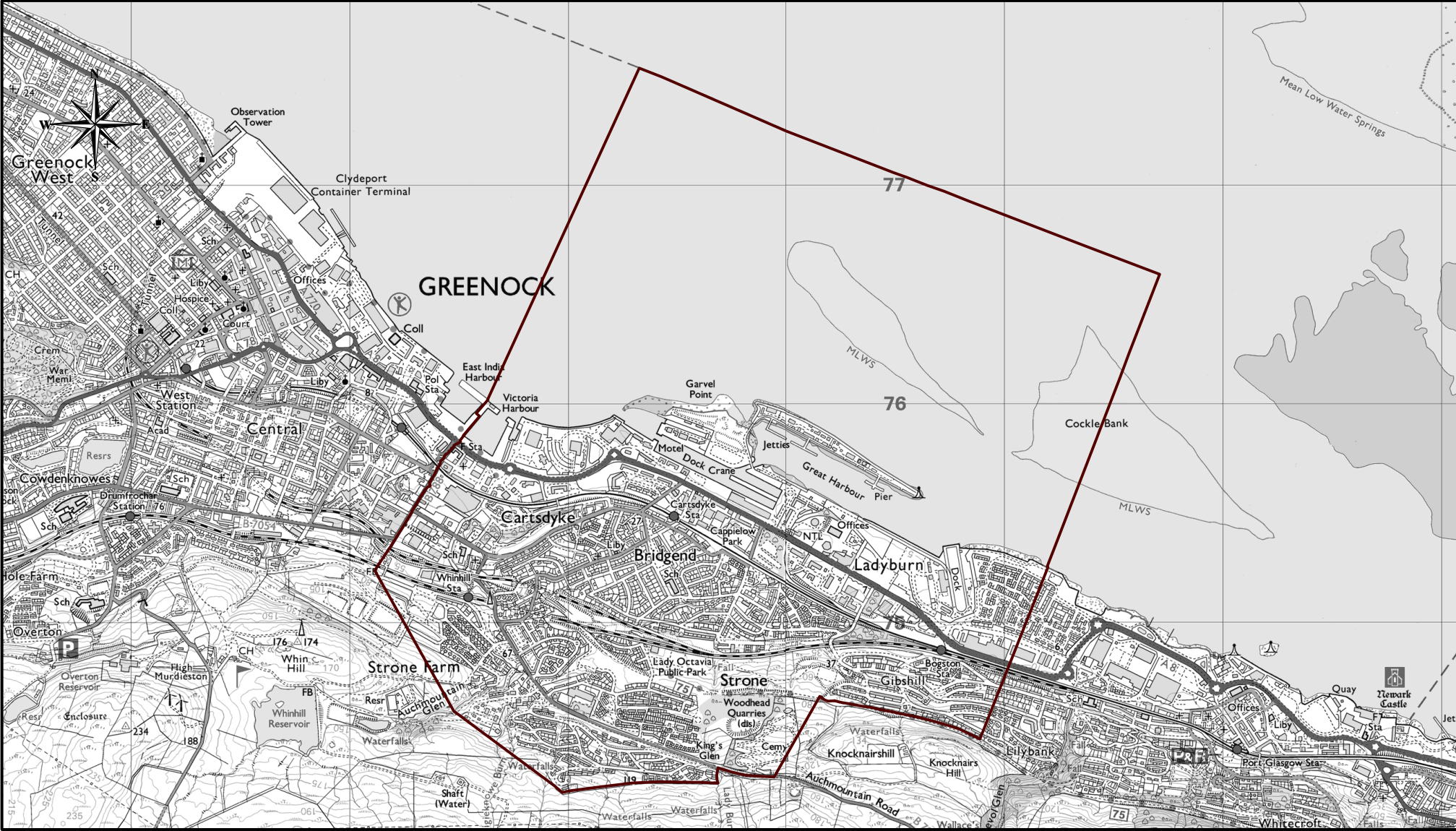
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# Greenock East Community Council (2023)



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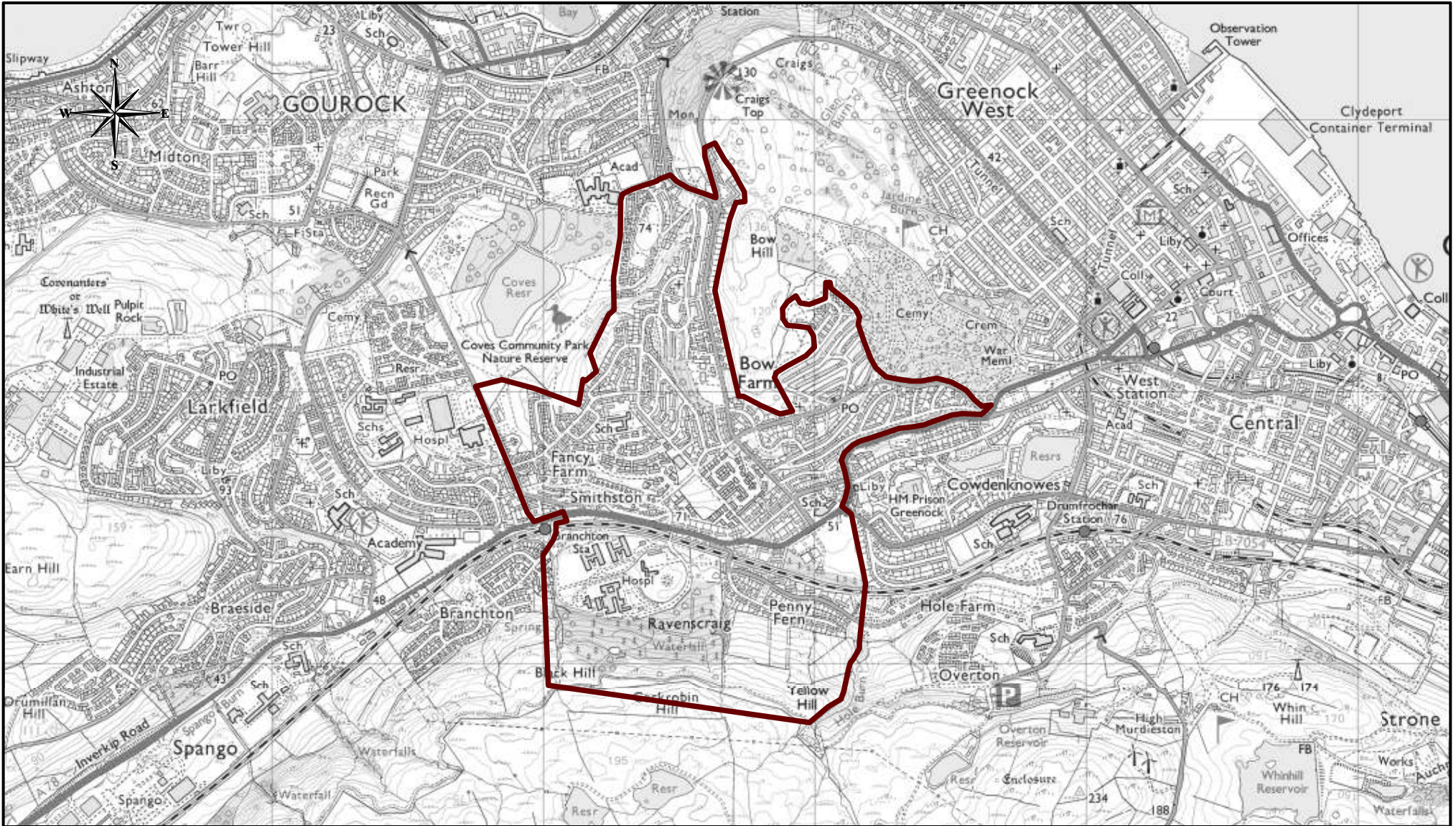


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# Greenock South West Community Council (2023)



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**Scale: 1:20000**



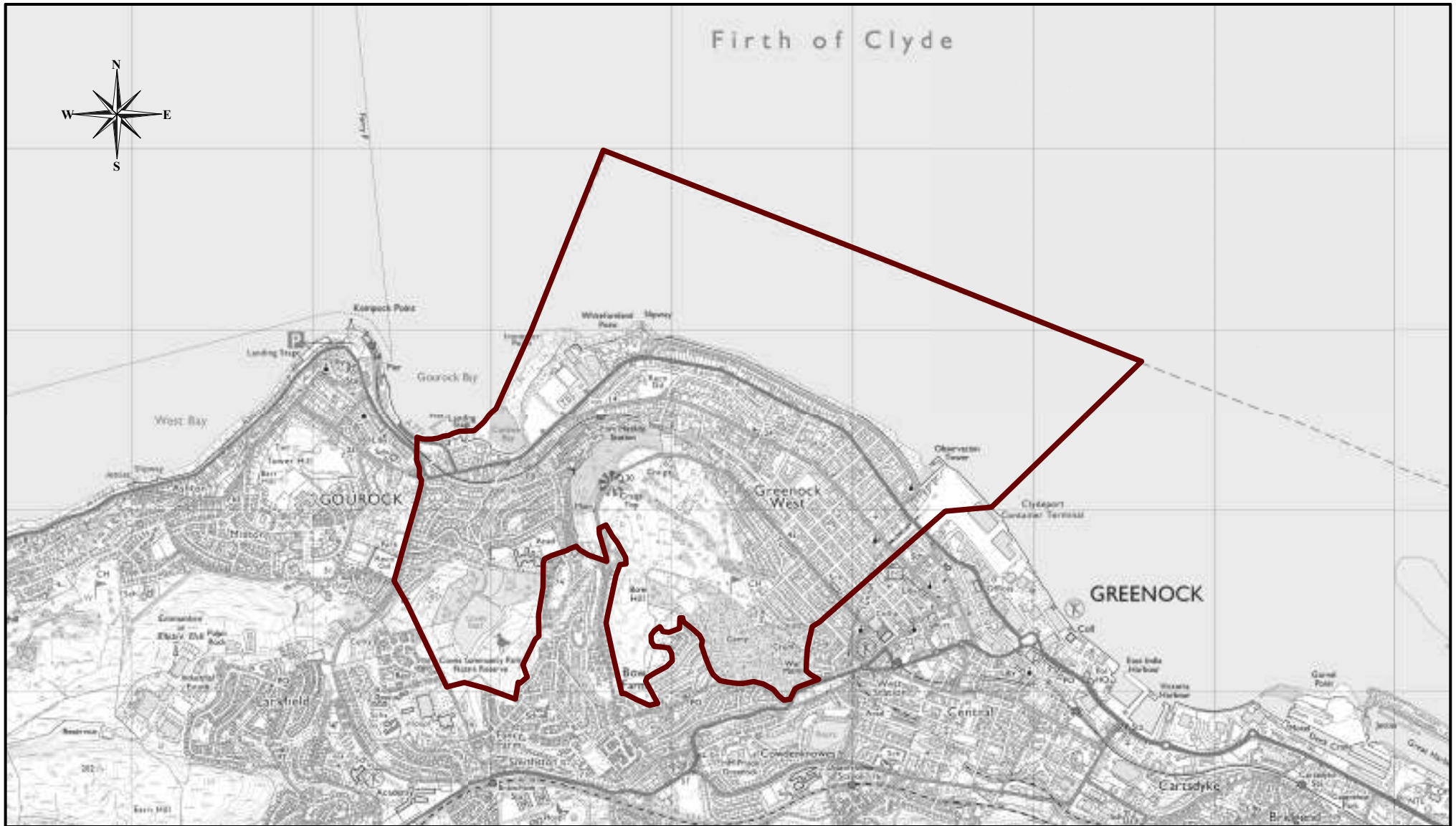
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# Greenock West and Cardwell Bay Community Council (2023)



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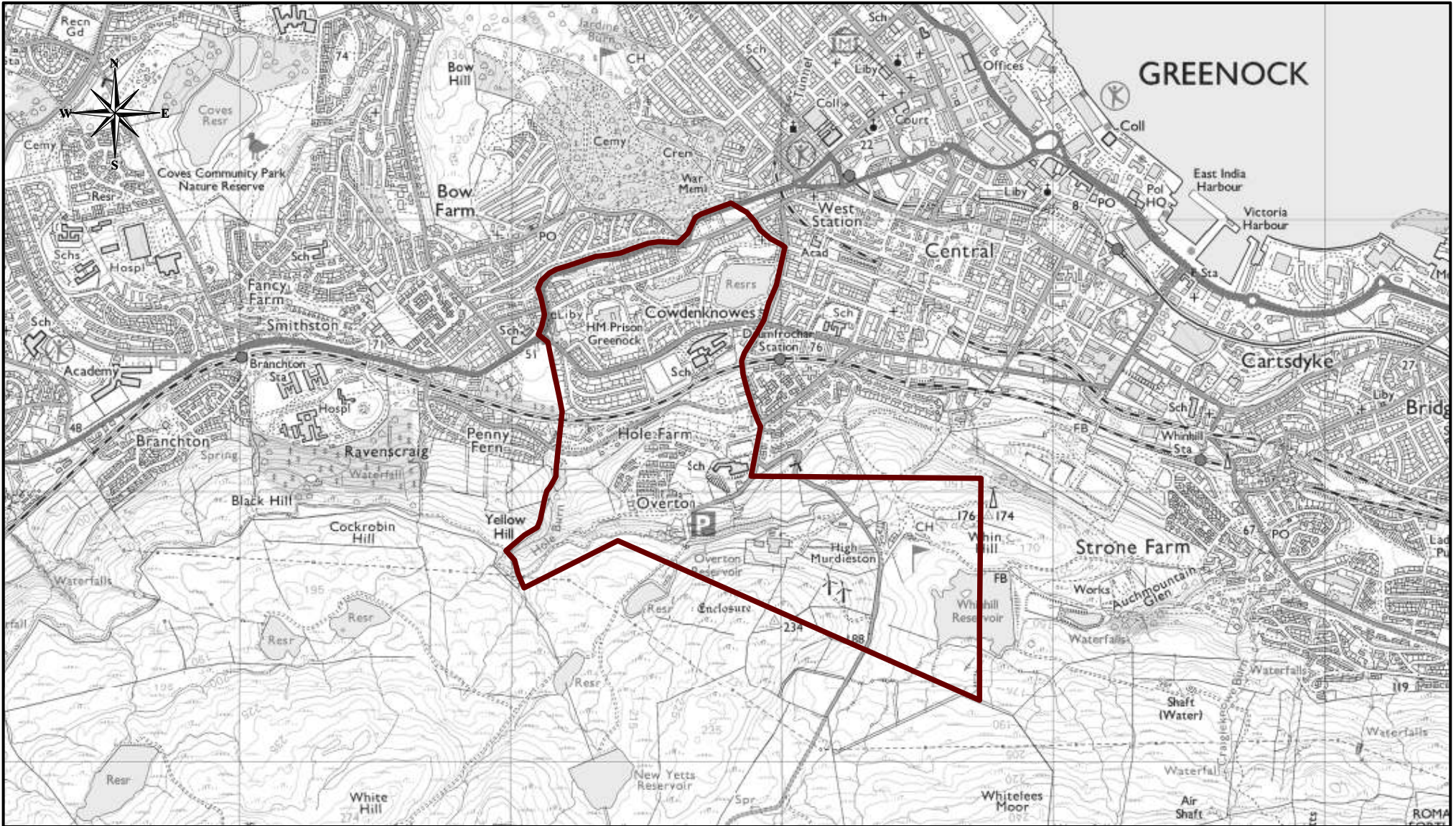


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# Holefarm and Cowdenknowes Community Council (2023)



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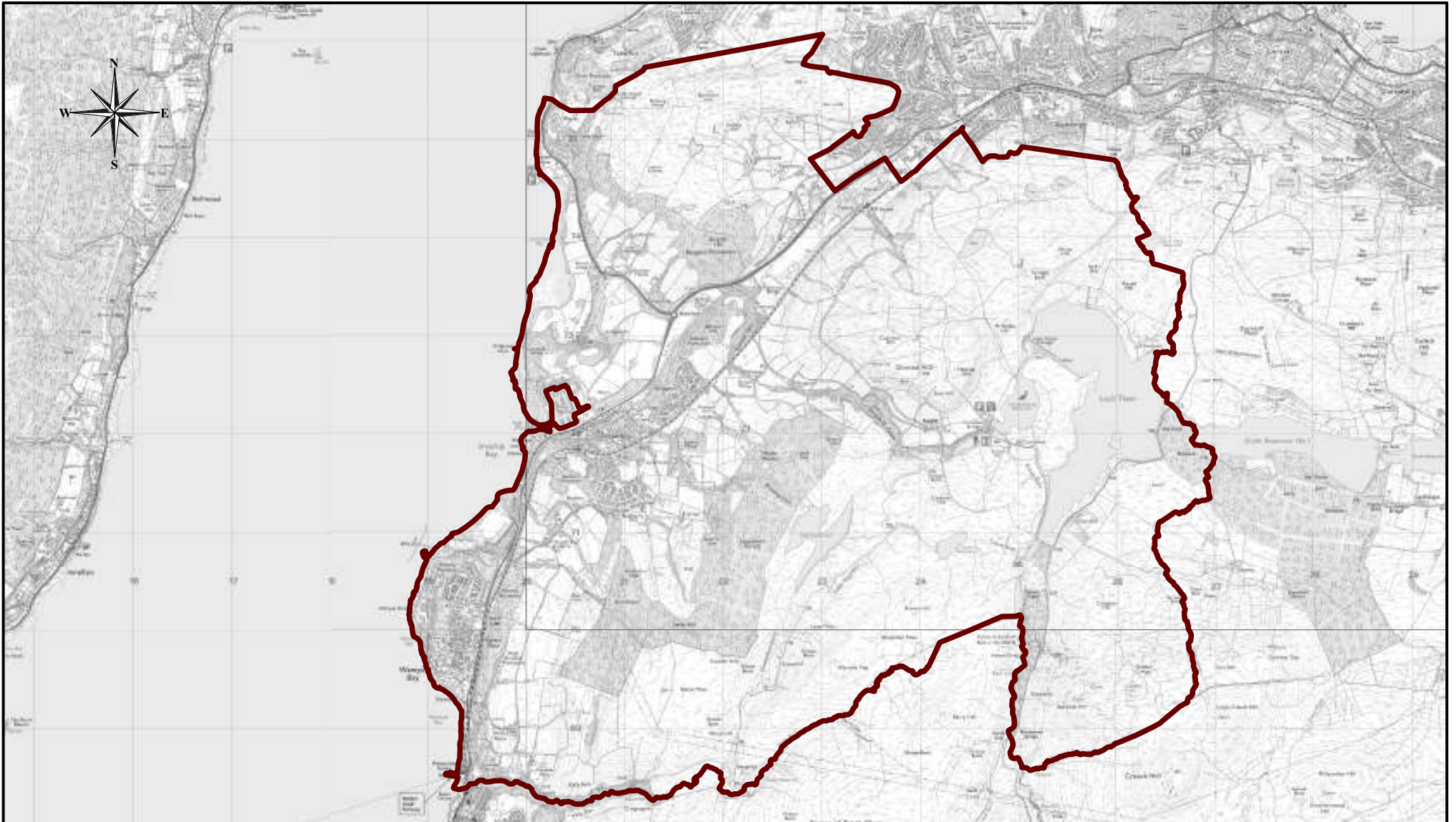


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# Inverkip and Wemyss Bay Community Council (2023)



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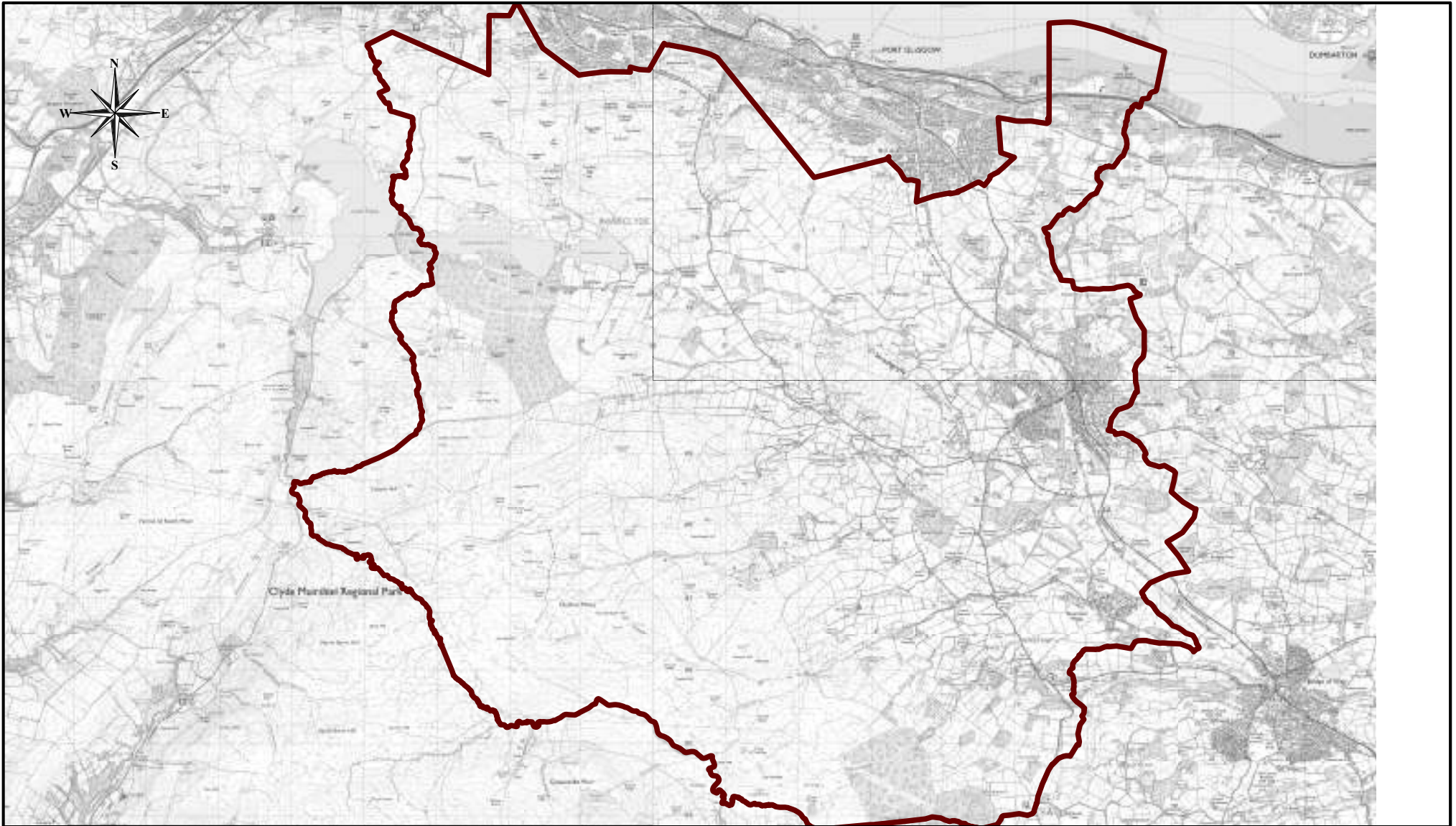
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# Kilmacolm and Quarrier's Village Community Council (2023)



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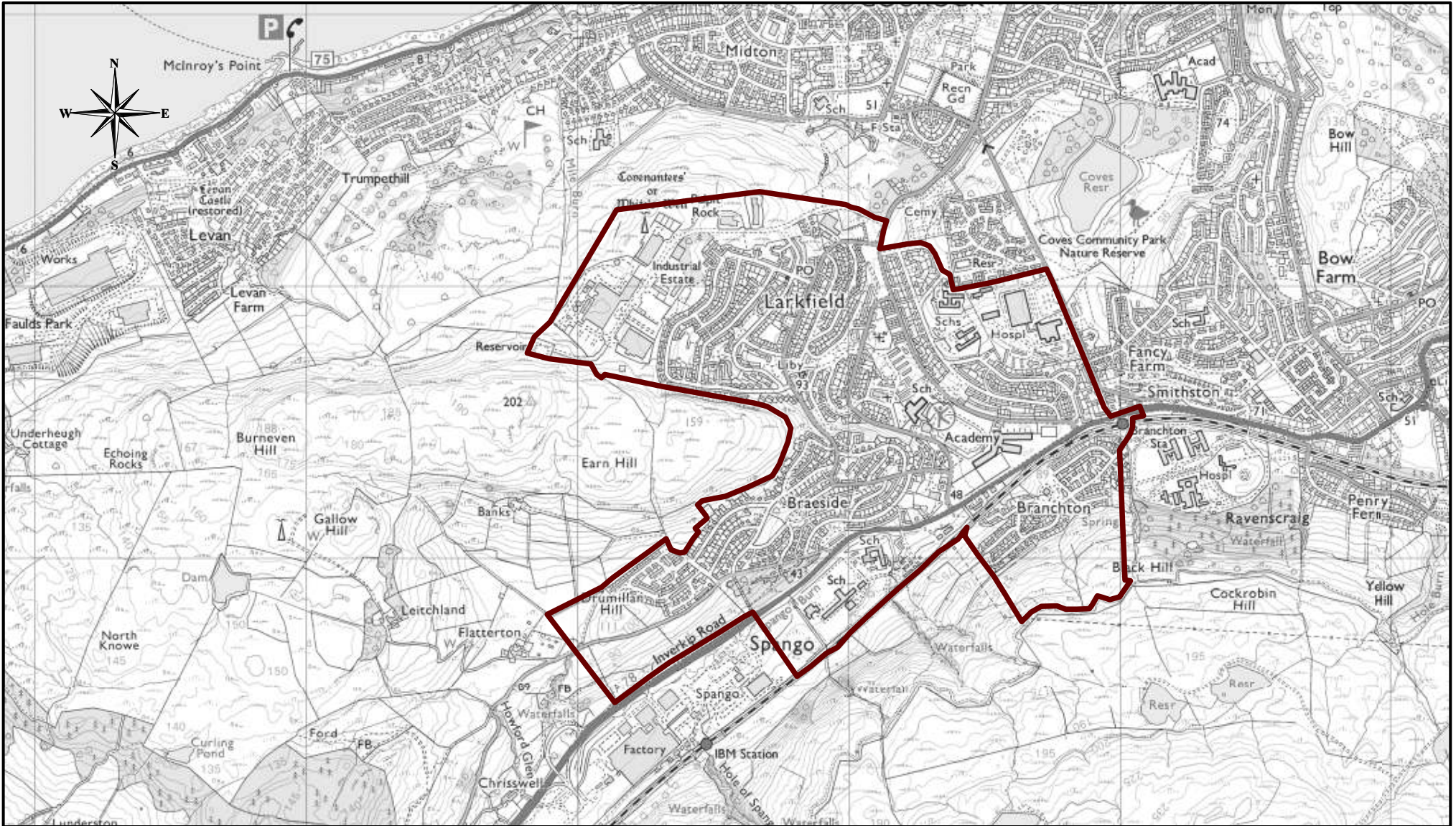
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# Larkfield, Braeside, and Branchton Community Council (2023)



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GREENOCK  
PA15 1LY

Tel: 01475 717171  
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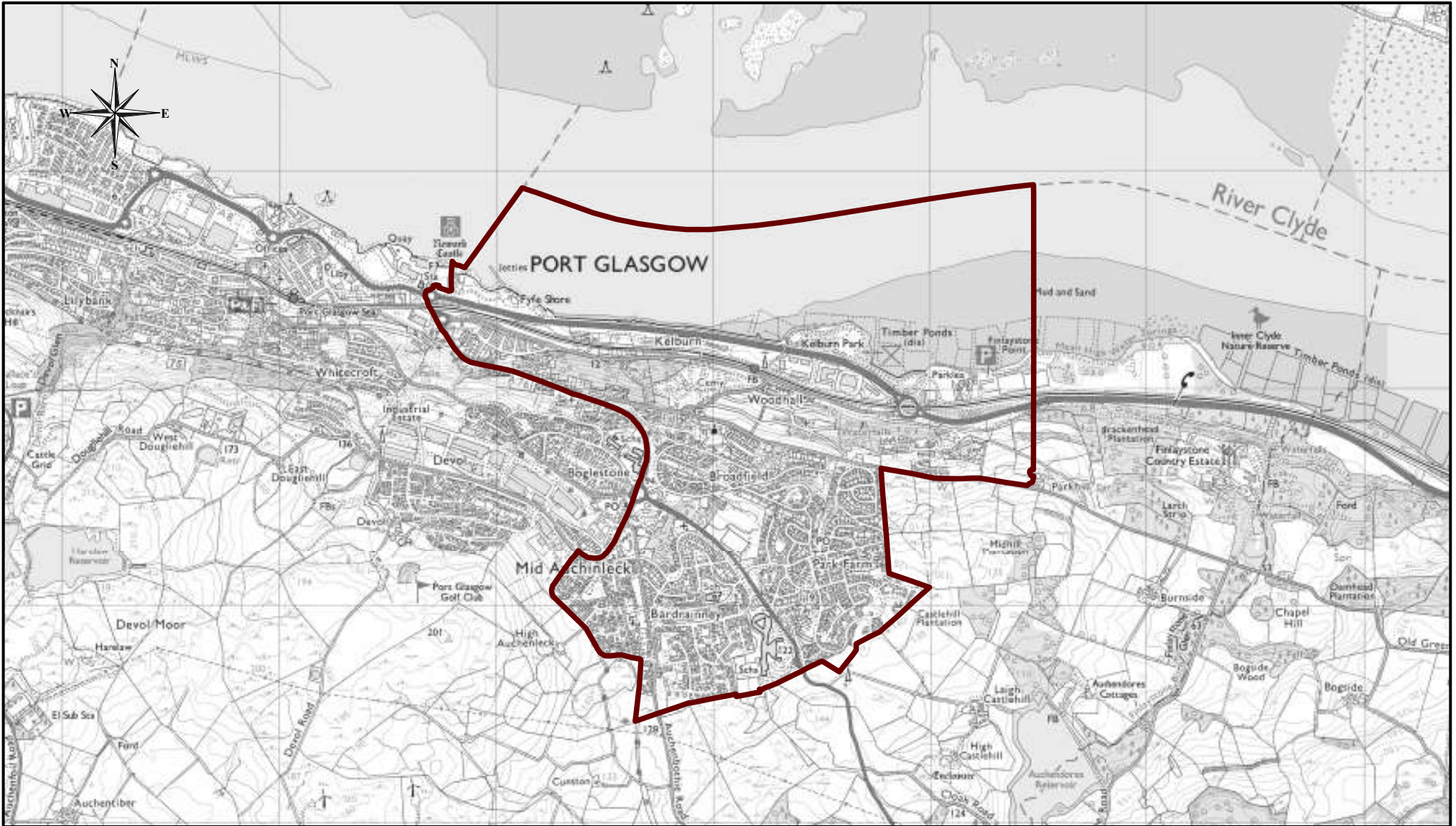
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# Port Glasgow East Community Council (2023)



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**Date: 10/10/2023**

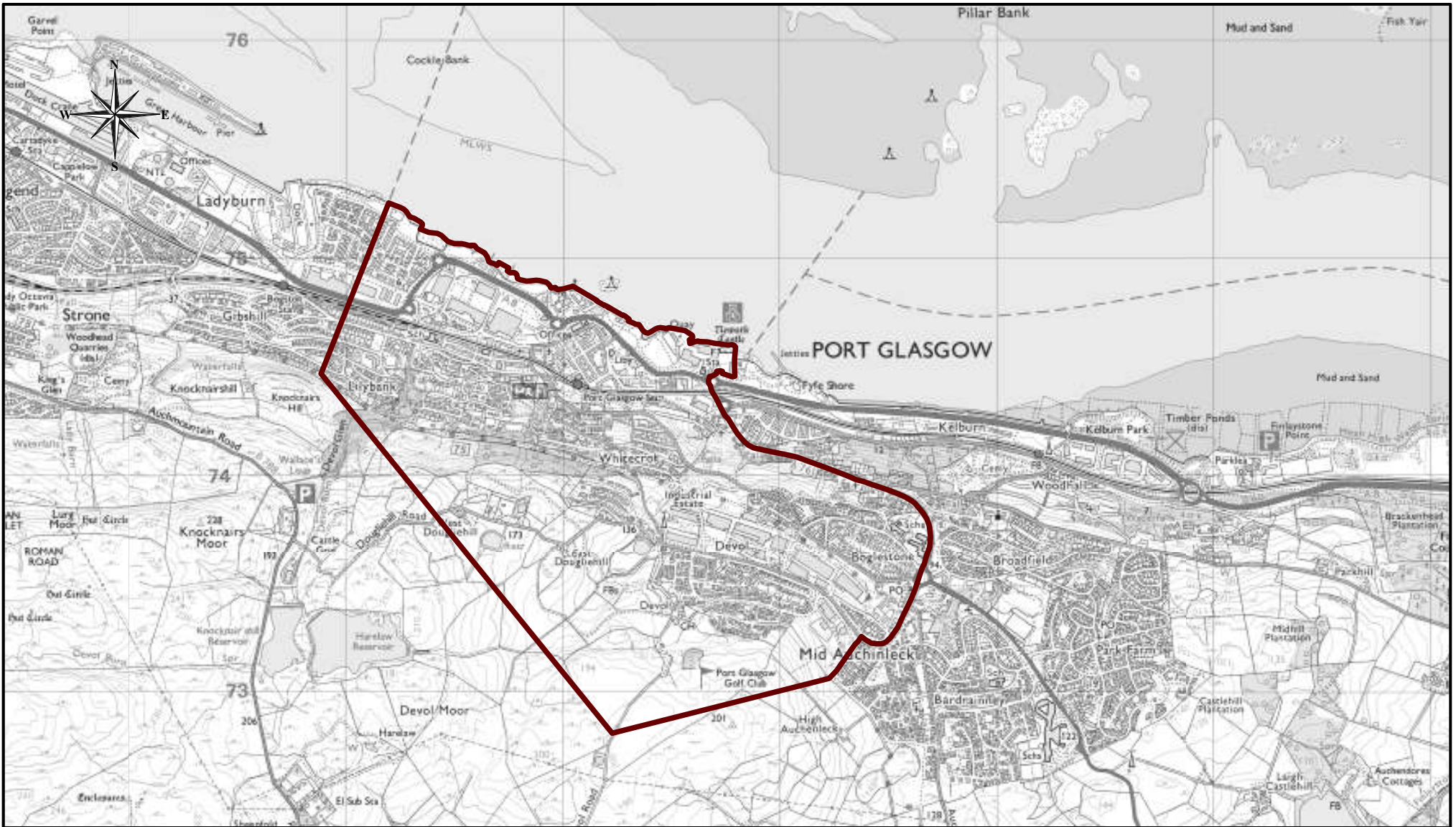


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# Port Glasgow West Community Council (2023)



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## Appendix V - Defined Terms

Where the following terms appear in the **Scheme** they will have the meanings set out below:

**Act** means the Local Government (Scotland) Act 1973;

**Additional Member** means an **Associate Member** or an **Ex-Officio Member**;

**Agenda** has the meaning set out in **Clause 10** of the **Scheme**;

**Annual Accounts** means the Annual Accounts of a **Community Council** in terms of **Clause 12** of the **Scheme**;

**Annual General Meeting** means an Annual General Meeting of a **Community Council** in accordance with **Clause 10** of the **Scheme**;

**Appendix** means an Appendix to the **Scheme**;

**Associate Member** means a member appointed in terms of the paragraph on Associate Members in **Clause 5** of the **Scheme**;

**Calling Notice** has the meaning set out in **Clause 10** of the **Scheme**;

**Clause** means a numbered Clause of the **Scheme**;

**Community Council** means a Community Council established under the **Scheme**;

**Community Council Area** means the area of a **Community Council** as set out in the map or maps in **Appendix IV** to the **Scheme**;

**Community Council Year** means the period running from 1 April in a given year to 31 March in the subsequent year, or such other period as may from time to time be determined by **Inverclyde Council**;

**Community Councillor** means an **Elected Member** or a **CoOpted Member**;

**Community Councillors' Code of Conduct** means the Community Councillors' Code of Conduct agreed in 2009 and published by the Scottish Government, and as from time to time varied or replaced by the Scottish Government;

**Complainer** means a person (whether as an individual or with others) which has submitted a **Complaint**;

**Complaint** means a complaint of the type referred to in terms of **Clause 13** of the **Scheme**;

**Conduct Review Panel** means a Conduct Review Panel established by **Inverclyde Council** in terms of **Clause 13** of the **Scheme**;

**Constitution** means the Constitution of a **Community Council** in terms of **Clause 3** of the **Scheme**;

**Co-Opted Member** means a member appointed in terms of the paragraph on Co-Opted Members in **Clause 5** of the **Scheme**;

**Co-Option Limit** means from time to time, 40% of a **Community Council's** number of **Community Councillors**;

**Elected Member** means a member elected to the **Community Council** at an **Election**;

**Election** means a **Regular Election** or an **Interim Election**;



**Eligibility Requirements** are the conditions for membership as a **Community Councillor** set out in **Clause 5** of the **Scheme**;

**Ex Officio Member** means an Ex-Officio Member in terms of **Clause 5** of the **Scheme**;

**Interim Election** means an election held in addition to those in the regular four yearly cycle, as set out **Clause 7** of the **Scheme**;

**Inverclyde Council** means the Inverclyde Council, constituted under the Local Government etc. (Scotland) Act 1994, Municipal Buildings, Clyde Square Greenock (and depending on context, may include a committee or officer of Inverclyde Council to whom authority has been delegated to act or decide on behalf of Inverclyde Council);

**Inverclyde Councillor** means an elected member of **Inverclyde Council**.

**Liaison Officer** means the official nominated by **Inverclyde Council** from time to time to act as liaison between **Inverclyde Council** and the **Community Councils**;

**Maximum Number** means the maximum number of **Community Councillors** for each **Community Council** as set out in **Appendix III** to the **Scheme**;

**Meeting** means an **Ordinary Meeting**, a **Special Meeting** or an **Annual General Meeting**;

**Minimum Number** means the minimum number of **Community Councillors** for each **Community Council** as set out in **Appendix III** to the **Scheme**;

**Minute** means a minute of a **Meeting**, circulated in draft form per **Clause 10** of the **Scheme**, and approved by the **Community Council** at a subsequent **Meeting**;

**Model Constitution** means the form of constitution set out in **Appendix I** to the **Scheme**;

**Model Standing Orders** means the form of standing orders set out in **Appendix II** to the **Scheme**;

**Ordinary Meeting** means an Ordinary Meeting of a **Community Council** in accordance with **Clause 10** of the **Scheme**;

**Regular Election** means an election held for a **Community Council** in the regular four yearly cycle, as set out **Clause 7** of the **Scheme**;

**Sanction** means one of the sanctions open to both a **Community Council** and a **Conduct Review Panel** in terms of **Clause 13** of the **Scheme**;

**Scheme** means this Scheme for the Establishment of Community Councils in Inverclyde;

**Special Meeting** means a Special Meeting of a **Community Council** in accordance with **Clause 10** of the **Scheme**;

**Standing Orders** means the Standing Orders of a **Community Council** in terms of **Clause 3** of the **Scheme**; and

**Ward** means, with reference to an **Inverclyde Councillor**, the Inverclyde Council Ward that Councillor represents.