POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED

Company No 3249344

("the Company")

Notice of Special Resolution and Declaration of Satisfaction of Conditions

At a General Meeting of the Company duly convened and held at St Paul's Way Centre, 83 St Pauls Way, London E3 4AJ on Tuesday 16 June 2015 at 8 25pm, the resolution set out below was passed as a special resolution of the Company

The resolution was passed conditionally on the satisfaction of certain conditions (as set out below) to be evidenced by a declaration of satisfaction given by the Company Secretary (which declaration is made at the end of this Notice)

SPECIAL RESOLUTION

"**THAT** subject to the satisfaction of the conditions set out below the Articles of Association attached to this Notice of General Meeting and marked 'X' for the purposes of identification are adopted as the Articles of the Company in substitution for all previous Articles of Association The conditions to which this resolution is subject are as follows

1 the documented consent of (or on behalf of) the Company's funders to the adoption by the Company of the attached Articles of Association (if required), and

2 the Charity Commission providing its consent to the proposed regulated alterations within the attached Articles of Association (if any)

Evidence of the satisfaction of these conditions shall be in the form of a declaration of satisfaction given by the Company Secretary "

Signed Stephen Stride
Company Secretary

Dated 11 December 2015

WEDNESDAY
A4ZXWXV7
A13 03/02/2016 #231
COMPANIES HOUSE

Declaration of Satisfaction

I, Stephen Stride, Company Secretary of the Company, hereby declare the satisfaction in full of conditions 1-2 to the Special Resolution above and therefore that the Special Resolution is unconditional in all respects

Signed Stephen Stride,
Company Secretary

Dated 29 01.16

'X'

ARTICLES OF ASSOCIATION

OF

POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED

(AS ADOPTED BY SPECIAL RESOLUTION OF THE COMPANY AT THE ANNUAL GENERAL MEETING ON 13TH AUGUST 1997 AND AMENDED BY SPECIAL RESOLUTIONS DATED 1ST DECEMBER 1997, 1ST DECEMBER 1999, BY WRITTEN RESOLUTION PASSED ON 13 DECEMBER 2007, BY SPECIAL RESOLUTION DATED 16 SEPTEMBER 2008, BY SPECIAL RESOLUTION DATED 19 MARCH 2011, BY SPECIAL RESOLUTION DATED 20 MARCH 2012 AND BY SPECIAL RESOLUTION DATED 26 NOVEMBER 2013 AND BY SPECIAL RESOLUTION DATED 16 JUNE 2015)

Date of Incorporation: 13th September 1996

Registration Number: 3249344

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham B3 2ES

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED

PART A· INTRODUCTION

INTERPRETATION

1 In the Articles unless the context otherwise requires

"the Act"	means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Association including any statutory modification or re-enactment thereof for the time being in force
"AGM"	means an annual General Meeting of the Association
"the Articles"	means these articles of association as originally adopted or as altered from time to time
"Association"	means the company intended to be regulated by these Articles
"Board"	means the Board of the Association from time to time appointed in accordance with the Articles
"Board Meeting"	means a meeting of the Board
"Board Member"	means a member of the Board
"Chair"	means (subject to the context) either the person elected as chair of the Association in accordance with Article 61 or where the Chair of the Association is not present or has not taken the chair at a

	meeting the person who is chairing a Board Meeting or a General Meeting at the time
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Constituent Group"	means the classes of Company Member as set out in Article 13
"Co-optee"	means a person co-opted as a Board Member from time to time in accordance with Article 45A
"Derivative Transaction"	means any transaction which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions
"executed"	includes any mode of execution
"General Meeting"	means a general meeting of the Association's Members including an AGM
"Housing Regulator"	means the Regulation Committee established by the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008 or any future body or authority (including any statutory successor) carrying on similar regulatory functions to the Homes and Communities Agency
"Independent Board Member"	means a Board Member who is not a Local Authority Board Member or a Resident Board Member
"Independent Member"	means a Member who is not a Resident Member who applies for membership and is admitted to membership of the Association
"Joint Estate Panel"	means the organisation recognised by the Board as representing the estate boards formed by the Association's tenants and leaseholders
"Leaseholder"	means a person who is a tenant of the Association under a lease of an individual residential property

	with an initial term in excess of 90 years and whose primary place of residence is the said individual residential property
"Leaseholder Member"	means a Member who is a Leaseholder
"Maximum Term"	means the longer of three consecutive terms of office (as defined in Article 44(2)) or nine consecutive years of service as a Board Member, and in the case of a Co-optee, nine consecutive years of service
"Member"	means any person, corporate body or unincorporated body admitted to membership of the Association in accordance with the provisions of these Articles
"office"	means the registered office of the Association
"Registered Provider"	means a non-profit provider of social housing registered with the Housing Regulator under Chapter 3 of the Housing and Regeneration Act 2008
"Resident"	means a person who is a Tenant or a Leaseholder of the Association
"Resident Board Member"	means a Board Member who is a Resident Member
"Resident Member"	means a Member who is a Resident
"Secretary"	means the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy Secretary
"Senior Officers"	means any officer of the Association designated as such by the Board
"Tenant Member"	means a Member who is Tenant
"Tenant"	means any person occupying residential property owned or managed by the Association under a tenancy or lease, or any person occupying any other property of the Association as a licensee
"the seal"	means the common seal of the Association if it has one
"the United Kingdom"	means Great Britain and Northern Ireland
"Vice Chair"	means a person elected as a Vice-Chair of the

Board in accordance with Article 61

2 (1) Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Association

(2) In these Articles words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural and vice versa, and words importing the masculine gender only shall include the female gender and vice versa

3 The company's name is 'Poplar Housing and Regeneration Community Association Limited' (and in this document it is called 'the Association')

4 The Association's Registered office is to be situated in England

5 The Association's objects (the "Objects") are

(1) to carry on for the benefit of the community the business of

(a) providing houses or hostels and any associated amenities for persons in necessitous circumstances upon terms appropriate to their means,

(b) providing for aged, disabled, handicapped (whether mentally or physically) or chronically sick persons in need thereof houses or hostels and any associated amenities specially designed or adapted to meet the disabilities and requirements of such persons,

(c) providing services, advice or assistance upon terms appropriate to their means to aged, disabled, handicapped (whether mentally or physically) or chronically sick persons in need thereof in arranging or carrying out works of improvement, repair or maintenance to houses occupied by them, and providing any associated amenities specially designed or adapted to meet the disabilities and requirements of such persons,

(2) the provision of recreation or other leisure facilities in the interest of social welfare with the object of improving the conditions of life for the residents of the local authority areas in which the Association owns or manages housing stock and neighbouring local authority areas,

(3) the relief of poverty and the advancement of education amongst the residents of the local authority areas in which the Association owns or manages housing stock and neighbouring local authority areas,

(4) the promotion and co-ordination of the physical, social and economic regeneration of the local authority areas in which the Association owns or manages housing stock and neighbouring local authority areas for the general benefit of the residents of such areas, and

(5) supporting any charitable organisation carrying on activities within the local authority areas in which the Association owns or manages housing stock and neighbouring local authority areas

"Houses" and "hostels" shall have the meanings given by Section 2 of the Housing and Regeneration Act 2008 and shall include blocks of flats within the meaning of Section 275 of the Housing and Regeneration Act 2008

6 Only so far as it is necessary or expedient to achieve its Objects the Association shall have power to

(1) subject to Article 7 hereof to employ and pay such staff, consultants, managers, agents, advisers or others as are reasonable and on such terms as the Board thinks fit,

(2) to recruit and assist in the recruitment of voluntary workers,

(3) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their surviving partners and others,

(4) to insure and arrange insurance cover for and to indemnify its members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in respect of the Association PROVIDED THAT such insurance shall not extend to any liability in respect of an act or omission which such Board Member or Board Members knew or ought reasonably to have known was a breach of duty or trust or which was committed by such Board Member or Board Members recklessly without due regard as to whether such act or omission might be a breach of duty or trust,

(5) to acquire, manage, alter, improve and (subject to such consents as may be required by law) to charge (including by way of floating charge) or otherwise dispose of or deal with property including without limitation residential properties, recreational facilities, gardens and open spaces PROVIDED THAT the power to manage, alter and improve shall not extend to property other than property in the public sector or charitable ownership (including for the avoidance of doubt property owned by a Housing Action Trust and/or a Registered Provider),

(6) to make regulations for the management of any property from time to time held by the Association PROVIDED THAT such regulations shall not be inconsistent with the Articles,

(7) to invest the funds of the Association in such a manner as the Association determines,

(8) to enter into and perform any Derivative Transaction on such terms as the Association thinks fit for the purpose of hedging or otherwise managing any treasury risk or other financial exposure of the Association,

(9) subject to such consents as may be required by law to borrow and raise money in such manner as the Association shall think fit and to provide security for such money,

(10) to enter into any contracts or arrangements with any persons or bodies including without prejudice to the above any company or body corporate or any national or local or other authority,

(11) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them,

(12) subject to such consents as may be required by law and compliance with all relevant formal guidance issued by the Association's regulators (if any) to subscribe to become a member of or amalgamate or co-operate with any other charitable organisation institution society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Association and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of Article 7 hereof and to purchase or otherwise acquire and undertake all such parts of the property assets liabilities and engagements as may lawfully be acquired or undertaken by

the Association of any such charitable organisation institution society or body,

(13) to raise funds and to invite and receive contributions PROVIDED THAT in raising funds the Association shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,

(14) to draw, make, accept, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Association,

(15) to establish and support any charitable trusts, associations or institutions formed for all or any of the Objects,

(16) to make donations, grants and loans to such persons and organisations and on such terms as the Association shall think fit to further the Objects,

(17) to collect and provide or procure the collection and provision of information counselling advice and guidance in furtherance of the Objects or any of them,

(18) to promote encourage or undertake any form of research relevant to the Objects and to publish and disseminate the useful results of such research,

(19) to hold or arrange exhibitions meetings lectures classes seminars and training courses either alone or with other organisations and whether public or private,

(20) to publish books pamphlets reports leaflets journals films tapes and other publications relating to the work of the Association,

(21) to provide or assist in the provision of sheltered employment workshops for disabled persons and other disadvantaged persons,

(22) to train and re-train long term unemployed persons as a means of relieving poverty,

(23) to educate the unemployed in matters of general business administration and management,

(24) to provide (over a limited period of time in respect of each individual) training facilities and work experience to enable unemployed people to acquire and develop vocational skills,

(25) to provide office and workshop accommodation for any other charitable organisation institution society or body whose objects are wholly or in part similar to the Objects,

(26) to pay out of funds of the Association the costs charges and expenses of and incidental to the formation and registration of the Association,

(27) to establish where necessary local committees, and

(28) to do all such other lawful things as are necessary, expedient or beneficial for the achievement of the Objects or any of them

7 The income and property of the Association shall be applied solely towards the promotion of the Objects and (save as directed below) no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members and no Board Member may directly or indirectly receive any payment of money or benefit from the Association PROVIDED THAT nothing herein shall prevent any payment permitted by section 122 of the Housing and Regeneration Act 2008 in good faith by the Association -

(1) of reasonable and proper remuneration, fees, allowances or recompense for loss of earnings to Board Members and members of committees in such amounts and on such terms as the Board may from time to time decide having regard to any relevant guidance issued by the National Housing Federation from time to time and provided that any such payment is in accordance with any code of conduct and/or governance adopted by the Board from time to time,

(2) of reasonable and proper remuneration, following appropriate advice, for any services rendered to the Association by any Member, officer or servant of the Association,

(3) of fees, remuneration or other benefit in money or money's worth following appropriate advice to any company of which a Board Member may also be a member holding not more than 1/1000th part of the issued capital of that company,

(4) of reasonable and proper rent for premises demised or let by any Member of the Association or,

(5) pay to any Board Member the reimbursement of reasonable out-of-pocket expenses (including travel costs) actually incurred in carrying out their duties as Board Members

PROVIDED FURTHER THAT nothing shall prevent a disposal by the Association of a property whether by way of sale, tenancy, licence or otherwise to any person in good faith and in pursuance of the Objects notwithstanding the fact that such person may be a Member and/or Board Member and further nothing shall prevent the Association from managing a property in accordance with its Objects notwithstanding the fact that the tenant, lessee or licensee of such property may be a Member or Board Member SAVE THAT any Board

Member who is a beneficiary of the Association shall not be entitled to speak in any debate or cast his or her vote in respect of any matter relating solely to the property of which he or she is lessee, tenant or licensee and shall absent himself or herself from such proceedings but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties owned or managed by the Association AND SAVE FURTHER THAT at no time shall Board Members who are Tenants form a majority of the Board Members of the Association

8 The liability of the Members is limited

9 Every Member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the Association's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

10 If the Association is wound up after providing for all outstanding liabilities any property remaining must be dealt with under Section 167 of the Housing and Regeneration Act 2008 on the basis that it shall not be paid to or distributed among the Members of the Association, but must ultimately be given to another charitable Registered Provider approved by the Housing Regulator

11 The Registered Provider to which the Association's property is transferred under Article 10 is -

(1) subject to the approval of the Housing Regulator to be nominated by the Company Members at or before the time of dissolution, or

(2) in default of any nomination under Article 11(2) to be selected by the Housing Regulator

12 Subject to Articles 10 and 11 any property remaining must be used for other purposes similar to the Objects

PART B: COMPANY MEMBERSHIP

ADMISSION OF MEMBERS

13 (1) Such persons as are admitted to membership in accordance with these Articles shall be Members of the Association Subject to Articles 13(3)(3)

and 13(4) no person shall be admitted as a Member of the Association unless he is approved by the Board

(2) Every Member shall, on admittance, be designated by the Board Members as an Independent Member or a Resident Member as required by Article 1 and such status shall be stated in the register of Members The decision of the Board Members as to the designation of the Members shall be final and binding

(3) There shall be no more than seven Resident Members Resident Members shall be designated as Tenant Members or Leaseholder Members in accordance with Article 1 The Board shall from time to time set the maximum number of Tenant Members or Leaseholder Members provided that there shall at all times be at least one Tenant Member and one Leaseholder Member and the aggregate of such limits shall not be more than seven

(4) Prior to every AGM after which Resident Members must withdraw pursuant to Article 18(2), appointments shall be held for the number of Members withdrawing The mode and manner of such appointments shall be as the Board Members may from time to time agree New Members shall be admitted with effect from the end of the relevant AGM For the avoidance of doubt, Members appointed to fill a casual vacancy may be selected and admitted on such basis as the Board Members shall consider appropriate

(5) The term of office of Resident and Independent Members shall be as near as possible to three years

(6) There shall be no more than five Independent Members

14 Any partnership or other unincorporated association may nominate one of its partners members or officials to act as its representative, apply in its name for membership and sign the application as its representative and exercise the rights of membership on its behalf The partnership or other unincorporated association shall deposit with the Board Members the nomination of such applicant and shall give all information that may be reasonably required by the Board Members regarding such applicant

15 A partnership or other unincorporated association which has nominated a representative in accordance with Article 14 or this Article may from time to time revoke the nomination of such partner member or official and, subject to the consent of the Board Members (such consent not be unreasonably withheld), nominate another representative in his place Upon receipt by the

Board Members of any such revocation such person shall ipso facto cease to be or act as or be entitled to be or recognised as a representative of such partnership or association, and any person nominated in his place shall, if duly approved by the Board Members, be and become the representative of such partnership or association in the place of the representative whose nomination has been so revoked

16 All nominations and revocations mentioned in Articles 14 and 15 shall be in writing signed in the case of a partnership by any one of its partners or other authorised representative and in the case of an unincorporated association by its Secretary or other authorised representative Each such partnership or association shall at the date of each nomination, if requested, give to the Board Members in writing full particulars of the nature of the partnership or association and its places of business, and of the name and private address of each partner or member thereof and all such further particulars as the Board Members shall require, and thereafter shall give such particulars when and as often as may be required by the Board Members

17 A corporation being a Member shall be invited to nominate a person to act as its representative in the manner provided in Section 323 of the Act Such representative shall have the right on behalf of the corporation (and to the extent only to which the corporation would if a person be entitled to do so) to attend meetings of the Association and vote thereat, and generally exercise all rights of membership on behalf of the corporation A corporation may from time to time revoke the nomination of such representative, and nominate another representative in his place All such nominations and revocations shall be in writing

CESSATION OF MEMBERSHIP

18 (1) Any Member may resign from the Association by giving notice in writing duly signed to the Secretary and thereupon such Member shall be deemed to have ceased to be a Member from the date of the expiration of such notice

(2) Immediately after every AGM one third (or the closest whole number above one third) of the Resident and Independent Members shall cease to be Members with immediate effect unless re-appointed pursuant to Article 13(4)

(3) Those Members to cease membership pursuant to Article 18(2) shall be any Members who have completed their Maximum Term (or, in the case of a Resident Member to whom 20(6)(7) applies their then current term of office or period specified by the Board) followed by the Members who have been Members longest from the date of their last elections (with any

Resident Members appointed to fill a casual vacancy by the Board being treated as having been elected at the time of the election of the Member they were appointed to replace) but as between persons who became Members on the same day those to cease membership shall (unless they otherwise agree among themselves) be determined by such mechanism as the Board Members shall determine

(4) Subject to Article 18(5), no Resident or Independent Member may serve more than the Maximum Term as a Member However, a Member who has served the Maximum Term may be admitted as a Member after they have had a period of at least 3 years without being a Member

(5) Upon serving the Maximum Term as a Member, a Member may be re-appointed to serve for a further fixed term of up to 1 year on the recommendation of the Board, subject to the approval of the Members (in relation to which the affected Member shall not be entitled to vote) If so approved, the Maximum Term for that Member shall be deemed to be extended for the length of the fixed term of his/her re-appointment

19 Any Member may be removed from the Association, on the ground of failure to observe any of the rules or byelaws of the Association or on any other ground, by a resolution of the Association passed by a majority of at least three-quarters of the votes cast at a General Meeting of which not less than twenty-eight clear days' notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is proposed and to all the other Members of the Association Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is proposed at least twenty-eight clear days before the Meeting, and he or its representative for this purpose shall be entitled to be heard by the Meeting

20 (1) The rights of any Member shall be personal and shall not be transferable and shall automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being a partnership is dissolved, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member (whether a corporation or not) ceases to carry on its business or substantially the whole of its business, or becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administration, trustee, manager or similar officer is appointed in relation to any of the assets of the Member

or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution

(2) An Independent Member shall automatically cease to be a Member if they become a Tenant or lessee of the Association

(3) An Independent Member shall automatically cease to be a Member if they retire as an Independent Board Member and are not re-appointed as such or they are removed from office pursuant to Article 45

(4) Subject to Article 20(8), a Leaseholder Member shall automatically cease to be a Member if the residential property leased to them by the Association ceases to be their primary place of residence

(5) Subject to Article 20(8), a Tenant Member shall automatically cease to be a Member if they cease to be a Tenant

(6) Subject to Article 18(5), an Independent Member or a Resident Member shall automatically cease to be a Member on the expiry of their Maximum Term

(7) Any Member who is not designated as an Independent or a Resident Member will at the date of the adoption of these Articles cease to be a Member of the Association

(8) The cessations referred to in Articles 20(1) to (7) above shall take place forthwith upon the occurrence of the events set out in such Articles and without the need of notice being given to the Member concerned, save that in the case of a person whose membership ceases, or would otherwise cease, under Article 20(4) or (5), the Board may invite such person to continue as a Leaseholder Member or a Tenant Member as appropriate until the end of (i) the term in which the events in Article 20(4) or 20(5) take place or (ii) a shorter period as specified by the Board, and if such person accepts the invitation, he shall continue as a Leaseholder Member or Tenant Member as appropriate until the end of that term or the shorter period specified in the invitation and his membership shall be deemed to be unbroken, notwithstanding that the invitation may be accepted after the events described in Article 20(4) or (5) have occurred

PART C: GENERAL MEETINGS

GENERAL MEETINGS AND RESOLUTIONS

21 The Association shall hold an AGM each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one AGM of the Association and that of the next The AGM shall be held at such times and places as the Board Members shall appoint

22 The Board Members may call General Meetings and, on the requisition of Members pursuant to the provision of the Act, shall forthwith proceed to convene a General Meeting for a date no longer than eight weeks after receipt of the requisition If there are not within the United Kingdom sufficient Board Members to call a General Meeting, any Board Member or any Member may call a General Meeting

23 (1) All General Meetings must be called by at least fourteen clear days' notice General Meetings may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all Members

(2) The notice shall specify the time and place of the meeting and, in the case of an AGM, shall specify the meeting as such

(3) The Notice shall be given to all the Members and to the Board Members and auditors of the Association

(4) Any Member entitled to attend at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend instead of him and any proxy so appointed shall have the same right as the Member to speak at the meeting

24 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

25 (1) No business shall be transacted at any meeting unless a quorum is present Five Members present in person or by proxy, shall be a quorum PROVIDED THAT at least one Resident Member and two Independent Members are present in person or by proxy or are so represented

(2) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members may determine

(3) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting or if during the meeting a quorum ceases to be present then the meeting shall stand adjourned and the provisions of Article 25(2) shall apply as if the same were repeated in this sub paragraph except that if at such further adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 25(1) the Members present shall constitute a quorum throughout the duration of the meeting

(4) A Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment

26 The Chair, if any, of the Board or in his absence some other Board Member nominated by the Board Members shall preside as chair of the meeting, but if neither the Chair nor such other Board Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Board Members present shall elect one of their number to be chair and, if there is only one Board Member present and willing to act, he shall be Chair

27 If no Board Member is willing to act as Chair, or if no Board Member is present within fifteen minutes after the time appointed for holding the meeting the Members present and entitled to vote shall choose one of their number to be Chair

28 A Board Member shall, notwithstanding that he is not a Member, be entitled to attend and speak at any General Meeting or meeting of a class or type of Member

29 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature

of the business to be transacted Otherwise it shall not be necessary to give any such notice

VOTES OF MEMBERS

30 (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a ballot is duly demanded Subject to the provisions of the Act, a ballot may be demanded -

(a) by the Chair, or

(b) by at least two Members having the right to vote at the meeting

and a demand by a person as proxy for a Member shall be the same as a demand by a Member

(2) On a show of hands or a ballot every Member present in person or by proxy shall have one vote

(3) These Articles shall not be amended without the prior approval of at least 75% of the Board Members at a meeting of the Board duly called and held

(4) In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair is entitled to a second or casting vote in addition to any other vote he may have

31 Unless a ballot is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

32 The demand for a ballot may be withdrawn before it is taken, but only with the consent of the Chair The withdrawal of a demand for a ballot shall not invalidate the result of a show of hands declared before the demand was made

33 A ballot shall be taken as the Chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the ballot The result of the ballot shall be deemed to be the resolution of the meeting at which it is demanded

34 A ballot demanded on the election of a Chair or on a question of adjournment shall be taken immediately A ballot demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after it is demanded The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the ballot is demanded If a ballot is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

35 No notice need be given of a ballot not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded In any other case at least seven clear days' notice shall be given specifying the time and place at which the ballot is to be held

36 A resolution in writing executed by or on behalf of each Member (or such other number as permitted by the Act) who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several documents in similar form each signed by or on behalf of one or more Members

37 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive

38 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board Members may approve),-

" **Limited**

I/We,

being a Member/Members of the above-named company, hereby appoint of

, or failing him,

of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/general meeting of the Association to be held on 20 , and at any adjournment thereof

Signed on 20 "

39 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board Members may approve) -

" **Limited**

I/We,

being a Member/Members of the above-named company, hereby appoint
Of

, or failing him,

of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/general meeting of the Association to be held on 20 , and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 *for *against
Resolution No 2 *for *against

*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this day of 20 ,"

40 This instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board Members may -

(1) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting at least 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(2) in the case of a ballot taken more than 48 hours after it is demanded, be deposited as aforesaid after the ballot has been demanded and not less than 24 hours before the time appointed for holding the ballot, or

(3) where the ballot is not held immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which it was demanded to the Chair or to the Secretary or to any Board Member,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid In calculating the time periods in this Article, no account shall be taken of any part of a day that is not a working day as defined in the Act

41 A vote given or ballot demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a ballot unless notice of the determination was received by the Association at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the ballot demanded or (in the case of a ballot held otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the ballot

PART D: BOARD MEMBERS

NUMBER OF BOARD MEMBERS

42 (1) Unless otherwise determined by special resolution, the maximum number of Board Members shall be twelve (excluding Co-optees) and the minimum number of Board Members shall be five In the event that the number of Board Members shall consist of fewer than five the remaining Board Members shall use reasonable endeavours to appoint further Board Members and may act notwithstanding this Article PROVIDED THAT after a continuous period of six months during which the number of Board Members remains below five the remaining Board Members may act only to fill the vacancy in such a manner that once the vacancy is filled this Article shall then be complied with

(2) Subject to Article 7, there shall be no more than seven persons on the Board (excluding Co-optees) who are Resident Board Members and/or Residents

(3) There shall be no more than five Independent Board Members (excluding Co-optees)

APPOINTMENT AND RETIREMENT OF BOARD MEMBERS

43 Subject to Article 44

(1) Immediately after the AGM one-third (or the closest whole number above one-third) of the Independent Board Members shall retire from office Those to retire shall be the Independent Board Members who have been in office longest since the date of their last election but as between persons who became Board Members on the same day those to retire shall (unless they otherwise agree with the Board) be determined by lot

(2) Each Resident Board Member shall retire from office immediately following the AGM at which such person shall have ceased membership of the Association pursuant to Article 18 unless such person is re-appointed pursuant to Article 13(4)

(3) Each Resident Member shall, on appointment as a Resident Member pursuant to Article 13(4), be deemed to be elected as a Resident Board Member

(4) If the Association, at the meeting at which a Board Member retires in accordance with Articles 43(1) or (2) does not fill the vacancy the retiring Board Member shall, if willing to act, be deemed to have been reappointed unless a resolution for the reappointment of the Board Member is put to the meeting and lost

(5) Subject to Article 42, the Association may by ordinary resolution in General Meeting appoint any person being a Member or representative of a Member who is willing to act to be a Board Member to fill a vacancy or as an extra Board Member provided that the appointment does not cause the number of Board Members to exceed the maximum number of Board Members When making such an appointment, the Association shall take account of the skills and balance of the Board prior to their appointment

(6) Subject to Article 42 the Board Members may appoint a person being a Member or representative of a Member who is willing to act to be a Board Member either to fill a vacancy or as an additional Board Member, provided that the appointment does not cause the number of Board Members to exceed the maximum number of Board Members A Board Member so appointed shall hold office only until the next following AGM If not reappointed at such AGM he shall vacate office at the conclusion thereof When making such an appointment, the Board Members shall take account of the skills and balance of the Board prior to their appointment

(7) Only Resident Members may be appointed as Resident Board Members

44 (1) No person may be appointed as a Board Member -

(a) unless he has attained the age of 18 years, or

(b) in circumstances such that, had he already been a Board Member, he would have been disqualified from acting under the provisions of Article 45

(2) All Board Members (save for Co-optees) shall serve a term of as near as possible to three years Board Members may stand to be re-appointed except that, subject to Article 44(3), no Board Member shall serve more than the Maximum Term However, a Board Member who has served the Maximum Term may be appointed as a Board Member after they have had a period of at least 3 years without being a Board Member

(3) Upon serving the Maximum Term, a Board Member may be re-appointed to serve for a further fixed term of up to 1 year, subject to the approval of the Board (in relation to which the affected Board Member shall not be entitled to vote or count toward the quorum) If so approved, the Maximum Term for that Board Member shall be deemed to be extended for the length of the fixed term of his/her re-appointment

RETIREMENT AND REMOVAL OF BOARD MEMBERS

45 A Board Member shall cease to hold office if he -

(1) ceases to be a Member,

(2) ceases to be a Board Member by virtue of any provision of the Act or is disqualified from acting as a Board Member by virtue of Section 178 of the Charities Act 2011 (or any statutory re-enactment or notification of that provision), or

(3) becomes bankrupt or makes any arrangement or composition with his creditors generally, or

(4) becomes physically incapable of acting as a Board Member and may remain so for a period of at least three months (as evidenced by a written opinion to the Association by a registered medical practitioner who is treating that person), or

(5) resigns his office by notice to the Association (but only if at least two Board Members will remain in office when the notice of resignation is to take effect), or

(6) is absent without the permission of the Board Members from all their meetings held within a period of six months and the Board Members resolve that his office be vacated, or

(7) is called upon in writing by at least three quarters of all the other Board Members from time to time to resign from office, or

(8) in the case of a Board Member who is a Member or representative of a Member he ceases to be a Member of the Association or the representative of a Member (as the case may be) or if the Member whom the Board Member represents ceases to be a Member, or

(9) is absent without the permission of the Board Members from at least 60% of their meetings held during a period of twelve months and the Board Members resolve that his office be vacated, or

(10) is in the opinion of the Board likely to bring the Association into disrepute because of a formal complaint lodged by the Joint Estate Panel processed in accordance with the Association complaints procedures and the Board resolves (by a 75% majority of the Board Members present and voting) that he should be removed, or

(11) subject to Article 45A(3), is a Co-optee and completes his Maximum Term

CO-OPTEES

45A (1) The Board may appoint up to two persons who are not Members to serve on the Board as Co-optees on such terms as the Board resolves and may remove such persons In appointing Co-optees, the Board shall take account of the skills and balance of the Board prior to the appointment

(2) A Co-optee is any person (not being a Member) whom the Board appoints under Article 45A to act as a Board Member

(3) A person appointed as a Co-optee shall serve on the Board until the end of the first AGM following his appointment, following which the Board may reappoint him to serve a further term or terms of 12 months A Co-optee shall be subject to the Maximum Term (including any term such person

has already or may serve on the Board as a Board Member pursuant to an appointment under Articles 42 to 43 inclusive) provided that on completion of the Maximum Term, a Co-optee may be re-appointed to serve for a further fixed term of up to 1 year, subject to the approval of the Board (in relation to which the affected Co-optee shall not be entitled to vote or count toward the quorum)

(4) Subject to Article 45A(5), a Co-optee may exercise all of the powers of a Board Member and the provisions in the Articles that apply to Board Members shall also apply to Co-optees

(5) The following provisions apply notwithstanding any other provisions in the Articles

(1) Co-optees do not have to be Members,

(2) Co-optees cannot take part in the deliberations concerning nor vote on the election of officers of the Association nor any matter directly affecting the appointment or removal of, or setting or amending the obligations of Members,

(3) Co-optees do not have the power to call General Meetings unless they are acting together with other Board Members who are not Co-optees,

(4) Co-optees may not chair General Meetings or Board meetings, and

(5) Co-optees shall not count towards the quorum required for Board meetings

POWERS OF BOARD MEMBERS

46 Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Association shall be managed by the Board Members who may exercise all the powers of the Association No alteration of the Articles and no such direction shall invalidate any prior act of the Board Members which would have been valid if that alteration had not been made or that direction had not been given The powers given by this regulation shall not be limited by any special power given to the Board Members by the Articles and a meeting of Board Members at which a quorum is present may exercise all powers exercisable by the Board Members

47 The Board Members may, by power of attorney or otherwise, appoint any person to be the agent of the Association for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

BORROWING INVESTMENT AND TREASURY MANAGEMENT POWERS

48 The Board Members may exercise all the powers of the Association to

(1) borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Association or of any third party,

(2) enter into and perform any Derivative Transaction for the purpose of hedging or otherwise managing any treasury risk or other financial exposure of the association on such terms as they think fit, and

(3) invest the funds of the Association in such a manner and on such terms as they think fit

DELEGATION OF BOARD MEMBERS' POWERS

49 The Board Members may delegate powers to Committees They may also delegate to any Board Member holding any executive office such of their powers as they consider desirable to be exercised by him Any such delegation may be made subject to any conditions the Board Members may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered Subject to any such conditions, the proceedings of a Committee with two or more members shall be governed by the Articles regulating the proceedings of Board Members so far as they are capable of applying

ALTERNATE BOARD MEMBERS

50 No Board Member shall be entitled to appoint an alternate Board Member

BOARD MEMBERS' EXPENSES

51 The Board Members may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Board Members or Committees of Board Members or General Meetings or separate meetings of classes or types of Member or of the holders of debentures of the Association or otherwise in connection with the discharge of their duties

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

52 Subject to the provisions of the Act and to Article 7, and provided that he has disclosed to the Board Members the nature and extent of any material interest of his, a Board Member notwithstanding his office -

(1) may have such a personal interest in any transaction or arrangement as is permitted by Article 7,

(2) may be a director or other officer of, or employed by any body corporate promoted by the Association or in which the Association has a constitutional interest or to which the Association has nominated or otherwise arranged the interest of the Board Member, and

(3) may be a director or other officer of, or employed by, or a consultant to, a local authority or other public body or a charity or voluntary organisation (being an organisation not trading for profit) which is a party to any transaction or arrangement with the Association

53 For the purposes of Article 52 -

(1) a general notice given to the Board Members that a Board Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Board Member has an interest in any such transaction of the nature and extent so specified, and

(2) an interest of which a Board Member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

54 The Board Members may exercise the powers of the Association conferred by Article 7 and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

55 The Board must direct the Association's affairs in such a way as to promote the Objects Its functions include

(1) defining and ensuring compliance with the values and objectives of he Association,

(2) establishing policies and plans to achieve those objectives,

(3) approving each year's budget and accounts before publications,

(4) establishing and overseeing a framework of delegation of its powers to Committees under Article 49 and employees with proper systems of control,

(5) taking decisions on all matters which will or might create significant financial or other risk to the Association or which affect material issues of principle,

(6) monitoring the Association's performance in relation to its plans budget controls and decisions,

(7) appointing (and if necessary removing) Senior Officers,

(8) satisfying itself that the Association's affairs are conducted in accordance with generally accepted standards of performance and propriety, and

(9) assessing how the Association follows the recommendations of the National Housing Federation,

(10) ensuring appropriate advice is taken on the items listed in Article 55(1) to 55(9) and in particular on matters of legal compliance and financial viability

(11) None of the functions in Article 55(1) to (9) may be delegated

(12) Ensuring that an Joint Estate Panel is established and recognised by the Association

PART E. BOARD MEETINGS

PROCEEDINGS OF BOARD MEMBERS

56 (1) (a) The Board Members may regulate their proceedings as they think fit and the quorum for the transaction of the business of the Board Members may be fixed by the Board Members and unless so fixed at any other number shall be six PROVIDED THAT there shall be at least two Resident Board Members and two Independent Board Members present unless at any time there shall be only one Board Member in such a category in which case such Board Member shall be present or if there is no such Board Member then this requirement shall be waived in respect of that category of Board Members PROVIDED FURTHER THAT if at any time the number of Board Members falls below six all of such remaining Board Members shall form a quorum

(b) 33 1/3 per cent of the total number of Board Members (or such whole number of Board Members nearest to but not exceeding 33 1/3 per cent) may call a meeting of the Board Members provided that a meeting of the Board shall be held at least once in every three month period and for that purpose only may be called by any Board Member or the Secretary at the request of a Board Member It shall not be necessary to give notice of a meeting to a Board Member who is absent from the United Kingdom

(c) If a Board meeting is duly called and no quorum is reached within thirty minutes of the time stated in the notice calling that meeting then the meeting shall, if requested by a majority of those Board Members present, be adjourned to the same time and place 14 days later If a quorum is not reached within thirty minutes of the time the adjourned meeting should have started then those Board Members present shall carry out the business of the meeting

(2) Questions arising at a meeting shall be decided by a majority of votes and each Board Member present in person shall be entitled to one vote In the case of an equality of votes, the Chair shall have a second or casting vote

(3) A Board Member shall be treated as present in person at a Board Members' meeting (or of a meeting of a Committee) if he or she is in

communication with the meeting by telephone or other communication equipment permitting all those attending to hear one another Such Board Member shall be counted in the quorum of the meeting and shall be entitled to vote at it A meeting to which this Article applies shall be deemed to take place where the majority of those participating is assembled or, if there is no majority, at the place where the chair of the meeting is present

57 A Board Member may not vote, at any meeting of the Board Members or of any Committee, on any resolution, that in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest unless permitted by Article 52 or Article 7, and if he shall vote on any such resolution as aforesaid his vote shall not be counted, and in relation to any such resolution as aforesaid he shall not (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

58 All acts done by a meeting of Board Members, or of a Committee, or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Members and had been entitled to vote

59 A resolution in writing signed by all the Board Members entitled to receive notice of a meeting of Board Members or of a Committee shall be as valid and effective as if it had been passed at a meeting of Board Members or (as the case may be) a Committee duly convened and held Such a resolution may consist of several documents in the like form each signed by one or more Board Members

60 If a question arises at a meeting of Board Members or of a Committee as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his ruling in relation to any Board Member other than himself shall be final and conclusive

61 **CHAIR**

(1) The Association must have a Chair and may have a Vice-Chair who are to be elected by the Board The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends A person co-opted as a Board Member pursuant to

Article 45A may not be Chair or Vice-Chair during his or her period of co-option

(2) The Chair and Vice-Chair may resign from their positions at any time (without necessarily resigning as Board Members at the same time)

(3) Where there is no Chair the first item of business of a Board meeting must be to elect one Where there is no Vice-Chair and the Board intends that there should be a Vice-Chair then the first item of business of a Board meeting (after the election of the Chair if necessary) must be to elect a Vice-Chair

(4) The Chair and Vice-Chair may be removed only at a Board meeting called for the purpose at which a resolution with a 75% majority in favour is passed The Chair or Vice-Chair (as the case may be) must be given an opportunity to say why he/she should not be removed

(5) The Chair is to chair all Board meetings and General Meetings at which he/she is present unless he/she does not wish to do so

(6) If the Chair is not present within 5 minutes after the starting time of a Board Meeting then the Vice-Chair must chair that Board meeting during the chair's absence

(7) If neither the Chair nor the Vice-Chair is present within 5 minutes after the starting time of a Board meeting then the Board must elect one of the Board Members who is present to chair the Board meeting during their absence

(8) The functions of the Chair are -

(d) to act as an ambassador for the Association and to represent the views of the Board to the general public and other organisations,

(e) to ensure that Board meetings and General Meetings are conducted efficiently,

(f) to give all Board Members an opportunity to express their views,

(g) to establish a constructive working relationship with, and to provide support for, the Senior Officers,

(h) where necessary (and in conjunction with the other Board Members) to ensure that, where the post of any Senior Officer is or is due to

become vacant, a replacement is found in a timely and orderly fashion,

(i) to ensure the Board delegates sufficient authority to its Committees, chair and Senior Officers to enable the business of the Association to be carried on effectively between Board meetings,

(j) to ensure that the Board monitors the use of delegated powers, and

(k) to ensure the Board takes professional advice when it is needed either from Senior Officers or from external sources and particularly before considering the dismissal of a Senior Officer

(9) The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his/her functions shall be the same as those of the chair

(10) Except to the extent that the Articles provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Board Members

SECRETARY

62 Subject to the provisions of the Act, the Secretary shall be appointed by the Board Members for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them at any time The role of the Secretary shall be as agreed between the Board and the Secretary, but as a minimum this shall include

(1) maintaining the statutory registers of Members, Board Members, Secretaries, Board Members' Interests and charges and ensuring they are available for inspection,

(2) ensuring minutes of meetings are maintained and available for inspection,

(3) servicing meetings of the Board (where required),

(4) ensuring that the appropriate statutory forms (such as changes in Board Members, their details, annual return forms and change in registered office) are filed within time limits with the Registrar of Companies,

(5) ensuring the Association's name is outside its place of businesses and on its publications,

(6) providing copies of special and extraordinary resolutions to Companies House within time limits,

(7) liaising with Members on behalf of the Board,

(8) supplying copies of the accounts and Board Members' reports to all those entitled to receive them,

(9) issuing notices under the direction of the Board

(10) ensuring the safe custody and proper use of the company seal (if any), and

(11) notifying the Board if he/she becomes aware that the Association has or is likely to become insolvent

MINUTES

63 The Board Members shall keep minutes in books kept for the purpose -

(1) of all appointments of officers made by the Board Members, and

(2) of all proceedings at meetings of the Association and of the Board Members, and of Committees and of any class or type of Member, including the names of the Board Members present at each such meeting

THE SEAL

64 If the Association has a seal it shall only be used with the authority of the Board Members or of a Committee authorised by the Board Members The Board Members may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Board Member and by the Secretary or a second Board Member

ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

65 (1) The Association must comply with Parts 15, 16 and 24 of the Act in -

(a) preparing and filing an annual Board Members' report and annual accounts, and

(b) making an annual return to the Registrar of Companies

(2) The accounts must comply with any binding requirements made by the Housing Regulator under section 127 of the Housing and Regeneration Act 2008 relating to the accounts of a provider of social housing registered with the Housing Regulator which is a charity including the delivery of such accounts to the Housing Regulator

(3) The Association must comply with Parts 15, 16 and 24 of the Act relating to the audit or examination of accounts (to the extent that the law requires)

(4) The annual Board Members' report and accounts must contain -

(a) revenue accounts and balance sheet for the last accounting period,

(b) the auditor's report on those accounts,

(c) the Board's report on the affairs of the Association,

(d) the Board's statement of the values and objectives of the Association,

(e) a statement of the obligations of the Board Members to the Association,

(f) details of the number of Members in each Constituent Group and the procedure by which they are appointed,

(g) a statement of the skills, qualities and experience required by the Board amongst the Board Members, and

(h) the results of the most recent process of selection for Resident Board Members

(5) Either in addition to the Board Members annual report, or within it, the Association must prepare and send to every tenant an annual report containing -

(a) information about the housing stock,

(b) details of the allocations policy, the arrangements for nominating tenants and last year's lettings information,

(c) equal opportunities statistics of current tenants,

(d) details of the current development programme and new developments proposed in the next 12 months,

(e) details of complaints procedures,

(f) summary performance information that facilitates comparisons with other registered social landlords of a similar size,

(g) details of average rent levels for different sizes of accommodation,

(h) the selection procedures for Resident Board Members,

(i) any recruitment and selection procedures used for Independent Members/Independent Board Members,

(j) the name, date of appointment and other directorships of all Board Members (including employment by or board membership of other Registered Providers),

(k) monitoring information about the age, occupation, gender and ethnic origin of the Board Members, and

(l) a statement of whether the Association complies with the Code of Governance produced by the National Housing Federation and, if not, its reasons for non-compliance

(6) The Board Members must comply with their obligations as charity trustees under Part 8 of the Charities Act 2011 to prepare annual reports and annual returns and send them together with the annual accounts to the Charity Commissioners

(7) The accounting records of the Association must always be open to inspection by a Board Member or by an officer of the body which nominated him who has been duly authorised by that body to make such an inspection

(8) The Association must send a copy of the Association's most recent accounts to a member of the public who requests them and pays a

reasonable fee (determined by the Board) within two months of the request

BANK AND BUILDING SOCIETY ACCOUNTS

66

(1) All bank and building society accounts must be operated by the Board and must include the name of the Association

(2) A cheque or order for the payment of money must be signed in accordance with the Board's instructions

ANNUAL REPORT

67 The Board Members shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners

ANNUAL RETURN

68 The Board Members shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners

NOTICES

69

(1) Notices under the Articles must be in writing (which shall include suitable electronic means) except notices calling Board meetings

(2) A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called

(3) The Association may give a notice to a Member, Board Member or auditor either

(a) personally,

(b) by sending it by post in a prepaid envelope,

(c) by suitable electronic means,

(d) by leaving it at his address, or

(e) as the Board prescribes from time to time

(4) Notices under Article 69(3)(b) to 69(3)(e) may be sent

(a) to an address in the United Kingdom which that person has given the Association,

(b) to the last known home or business address of the person to be served, or

(c) to that person's address in the Association's register of Members

(5) Any notice given in accordance with the Articles is to be treated for all purposes as having been received

(a) 24 hours after being sent by electronic means or delivered by hand to the relevant address,

(b) 48 hours after being sent by first class post to the relevant address,

(c) on being handed to the Member or the Board Member personally,

(d) as soon as the Member or the Board Member acknowledges actual receipt

(6) Proof that an email transmission was made is conclusive evidence that the notice was given at the time stated on the delivery report

(7) A notice may be served on the Association by delivering it or sending it to the office or by handing it to the Secretary (where appointed)

(8) The Board may make standing orders to define other acceptable methods of delivering notices

INDEMNITY

70 The Association may indemnify any Board Member, auditor, Reporting Accountant, or other officer of the Association against any liability incurred by him or her in that capacity in the case of a Board Member, to the extent

permitted by section 232 of the Act, in the case of an auditor, to the extent permitted by section 532 of the Act

RULES OR BYE LAWS

71 The Board Members may from time to time make such rules and byelaws as they may from time to time deem necessary or expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing the conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules and byelaws regulate

(1) the admission of Members of the Association, and the rights and privileges such members, and the conditions of membership of the terms on which Members may resign or have their membership terminated insofar as these are not provided in the Articles,

(2) the conduct of Members of the Association in relation to one another, and to the Association's employees,

(3) the setting aside of the whole or any part of parts of the Association's premises at any particular time or times or for any particular purpose or purposes,

(4) the procedure at General Meetings and meetings of the Board Members and Committees of the Association in so far as such procedure is not regulated by these Articles,

(5) and, generally, all such matters as are commonly the subject matter of Association rules

The Association in General Meeting shall have power to alter add to or repeal the rules and byelaws and the Board Members shall adopt such means as they think sufficient to bring to the notice of Members of the Association all such rules and byelaws, which shall be binding on all Members of the Association provided that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles

CLASS RIGHTS

72 The Independent Members and the Resident Members shall be regarded for the purposes of these Articles as different classes of membership The rights

attached to any class may be varied with the written consent in writing of the simple majority of the members of that class or with the sanction of an ordinary resolution passed at a separate General Meeting of the holders of that class To every such separate General Meeting the provisions of these Articles relating to General Meetings shall apply except that -

(1) The necessary quorum in the case of Independent Members and Resident Members shall be 2 members of that class whether present in person or by proxy

(2) Each member of the class who is present in person or by proxy at such General Meeting shall be entitled to one vote whether on a show of hands or on a poll

(3) Any member of the class in question present in person or by proxy may demand a poll