

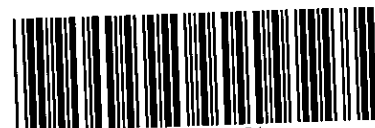
Anthony Collins

solicitors

**ARTICLES OF ASSOCIATION OF
DALES HOUSING LIMITED
REGISTRATION NUMBER: 4201820**

Articles of Association as adopted on []

WEDNESDAY



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07/06/2017

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COMPANIES HOUSE

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Company No:- 4201820

The Companies Acts 1985 to 2006

**Company Limited by Guarantee
and not having a share capital**

Articles of Association

of

Dales Housing Limited

Name

1. The name of the Company is Dales Housing Limited (the "**Company**").

Interpretation

2. In the Articles:

"the Act"	means the Companies Act 2006 and any statutory amendment or re-enactment thereof currently in force
"the Articles"	means these Articles of Association as they may be amended from time to time
"Board"	means the Board of Management of the Company
"Board Members"	means the directors of the Company and (save where expressly excluded) includes co-optees to the Board
"Chair"	means the chair of the Board, appointed in accordance with Article 69 or, as the context allows, a person acting as the Chair under Articles 32 or 70
"clear days"	means in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day on which it is to take effect

"executed"	includes any method of execution
"Group"	means the Parent, the Company and any organisation which becomes a subsidiary of the Parent within the meaning of Section 1159 of the Act or Sections 100 and 101 of the Co-operative and Community Benefit Societies Act 2014
"Local Authority Person"	means any person:- <ul style="list-style-type: none"> (a) who is or has been a member of a Relevant Local Authority in the preceding four years; (b) who is an officer of a Relevant Local Authority (apart from a non-managerial or non-housing employee); or (c) who is both an employee and director, manager, secretary or similar officer of a company which is under the control of a Relevant Local Authority
"Member"	means any person, body corporate or unincorporated body admitted to membership of the Company in accordance with the Articles
"Parent"	means Waterloo Housing Group Limited (registered number 28274R) or any body corporate to which such organisation may transfer the whole of its engagements pursuant to the relevant provisions of the Co-operative and Community Benefit Societies Act 2014 or any body corporate formed as a result of the amalgamation pursuant to the Co-operative and Community Benefit Societies Act 2014 of the Parent and one or more other corporate bodies)
"Registered Provider"	means a non-profit provider of social housing registered with the Regulator under Chapter 3 of the Housing and Regeneration Act 2008
"Regulator"	means the Homes and Communities Agency acting through its Regulation Committee 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;

"Relevant Local Authority"	means any local authority (as defined in Section 67(3) of the Local Government and Housing Act 1989, with which the Company has a business relationship (as defined in Section 69(3) of that Act)
"the Seal"	means the common seal of the Company
"Secretary"	means the company secretary or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"Social Housing"	means low cost rental accommodation and low cost home ownership accommodation as defined in section 68 and social housing as defined in section 77 of the Housing and Regeneration Act 2008
"Tenant"	means an individual who holds an assured tenancy from and occupies a property belonging to the Company
"the United Kingdom"	means the United Kingdom of Great Britain and Northern Ireland

except where the context otherwise requires:

- 2.1 words or expressions contained in the Articles bear the same meaning as in the Act; and
- 2.2 reference to a person shall, unless the context requires otherwise, include a body corporate or an unincorporated body, reference to their singular shall include the plural and reference to the masculine shall include the feminine.

Registered Office

- 3. The Company's registered office is to be situated in England.

Objects

- 4. The Company's objects ("the Objects") shall be the business of providing:-
 - 4.1 housing including Social Housing;
 - 4.2 accommodation;
 - 4.3 assistance to help house people;
 - 4.4 associated facilities and amenities; and

- 4.5 any other object that can be carried out by a company registered as a Registered Provider with the Regulator

for the benefit of the community. The Company shall not trade for profit.

Powers

5. The Company shall have power to do anything lawful which is necessary or expedient to achieve any of its objects, except as expressly prohibited by the Articles. Without limiting its general power, and only so far as is necessary or expedient to achieve its objects, the Company shall have the power to:-
- 5.1 acquire commercial premises or businesses as an incidental part of a project or series of projects undertaken for the aforementioned purposes or objects;
 - 5.2 repair, improve or convert any commercial premises acquired and to carry on any business so acquired;
 - 5.3 repair or improve houses, or buildings in which houses are situated after the tenants have exercised, or claimed to exercise, acquisition rights under Part V of the Housing Act 1985;
 - 5.4 exercise any other power falling within Part 2 of the Housing and Regeneration Act 2008 (as amended or re-enacted from time to time);
 - 5.5 subject to Article 7 to employ and pay such employees, consultants, managers, agents, advisers or others as are necessary for the furtherance of the Objects;
 - 5.6 recruit and assist in the recruitment of voluntary workers for the promotion of the Objects;
 - 5.7 make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers, other dependants and/or beneficiaries;
 - 5.8 insure its property and assets and arrange insurance cover for and to indemnify its board members, officers, employees 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 premiums;
 - 5.9 acquire, manage, dispose of, deal in, or hold as an investment any property or assets wherever situate and to demolish, construct, improve, alter, furnish and maintain the same (including procuring such works);
 - 5.10 make regulations for the management of any property from time to time held by the Company which shall not be inconsistent with the Articles;
 - 5.11 invest any of the Company's funds in any investment from time to time authorised by law and in compliance with all regulations issued by the Regulator and to secure the repayment of any money lent;

- 5.12 establish or support a subsidiary and to acquire shares in any subsidiary;
- 5.13 borrow money and provide security therefor in such manner as the Company shall think fit;
- 5.14 secure or guarantee the Company's performance of any obligation or liability it may undertake or which may become binding on it;
- 5.15 receive any money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of any third party;
- 5.16 co-operate with and enter into any contracts or arrangements with any persons or bodies;
- 5.17 subscribe to become a member of, merge, amalgamate, transfer the Company's engagements, accept the transfer of another organisations engagements or co-operate with any other non-profit making organisation whose objects are similar to the Company's and whose constitution prohibits the distribution of its income and property amongst its members and to acquire and undertake all such parts of the property assets liabilities and engagements as may be acquired or undertaken by the Company or any such organisation subject to compliance with all regulations issued by the Regulator;
- 5.18 accept grants, donations, bequests and gifts for any or all of the Objects and deal with them in accordance with Article 7;
- 5.19 take all necessary steps for procuring contributions to the Company's funds;
- 5.20 sell, transfer, lease, license, mortgage, charge by way of fixed or floating charge, assign, grant other security over, dispose of or turn to account all or any of the Company's assets subject to the Company obtaining any consents as may be required by law or by the Regulator;
- 5.21 accept, draw, discount, endorse, execute, negotiate and issue bills of exchange, promissory notes and other negotiable or transferable instruments and to operate bank accounts;
- 5.22 undertake and execute or manage any trusts. If the Company acquires any property which is subject to any trusts, it shall only deal with or invest in such property as allowed by such trusts;
- 5.23 make donations, grants and loans to third parties out of its free reserves on such terms as the Company thinks fit subject to compliance with all mandatory requirements of the Regulator;
- 5.24 promote research which is relevant to the Objects and publish the results;

- 5.25 pay the costs, charges and expenses of the Company's formation and registration;
- 5.26 guarantee and/or provide security for the obligations of any member of the Group which is a Registered Provider without limits and any other member of the Group within the limits of the Company's free reserves;
- 5.27 lend money to other members of the Group, with or without security, to enable them to meet the whole or part of the expenditure incurred or to be incurred by them in carrying out their objects provided that any such loan is made in furtherance of the Objects.

Rate Cap Transactions

- 6. The Company shall have power to enter into and perform a rate cap transaction, or series of rate cap transactions, where the Board (or a duly authorised sub-committee established under the Articles) considers entry by the Company into such transaction(s) to be in the best interest of the Company provided that:
 - 6.1 at the time of entry into any such transaction(s) the sum of the Calculation Amount of any rate cap transaction previously entered into and remaining in effect and the Calculation Amount of the proposed rate cap transaction(s) shall not exceed the lower of:-
 - 6.1.1 any limit imposed on the borrowing powers of the Company; or
 - 6.1.2 the aggregate amount of the Company's Variable Rate Borrowing then drawn down plus the amount of any existing contractually committed loan facilities not yet drawn down in respect of amounts which the Company intends at the Effective Date when drawn will become Variable Rate Borrowings.
 - 6.2 the counterparty to each rate cap transaction is the Floating Rate Payer;
 - 6.3 prior to exercising its power under Article 6 the Company shall obtain and consider proper advice on the question of whether the rate cap transaction is satisfactory having regard to:-
 - 6.3.1 the possible fluctuations in the rate of interest payable by the Company under its Variable Rate Borrowings during the term of the rate cap transaction(s);
 - 6.3.2 the Company's ability to meet its payment obligations under the Variable Rate Borrowings during the term of the rate cap transaction(s) if that transaction was not entered into;
 - 6.3.3 the payment obligations under the rate cap transaction(s); and
 - 6.3.4 the Company's actual and projected annual income and expenditure position.

For the purposes of this Article 6.3, proper advice is the advice of a person who is reasonably believed by the Board to be qualified by their

ability in and practical experience of financial matters and rate cap transactions and is properly authorised to give such advice under the provisions of the Financial Services and Markets Act 2000, such advice may be given by a person notwithstanding that they give it in the course of their employment as an officer;

- 6.4 a person entering into a rate cap transaction as Floating Rate Payer with the Company who has received a written certificate signed by the Secretary confirming the Company's compliance with Article 6 shall not be concerned to enquire further whether or not the Company has complied with the provisions of Article 6 and such rate cap transaction shall be valid at the date it is entered into and throughout its term in favour of such person (or any assignee or successor in title) whether or not the provisions of Article 6 has been complied with;

- 6.5 for the purpose of Article 6:-

"Calculation Amount", "Effective Date", "Floating Rate Payer", "Term" and "Termination Date" have the respective meanings given in the 2000 ISDA Definitions as amended from time to time;

"Variable Rate Borrowing" means any borrowing by the Company pursuant to Article 5.13 in respect of which the rate of interest has not been fixed and shall exclude any borrowing where the rate of interest is indexed in accordance with a retail prices index or other published index; and

"rate cap transaction" means a cap transaction within the meaning of **"swap transaction"** as defined in the 2000 ISDA Definitions as amended from time to time.

Application of Income and Property

7. The Company's income and property shall be applied solely towards the promotion of the Objects and except as set out below no part of the income or property whatsoever shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members (other than the Parent) and no Board Member (other than a co-opted Board Member) shall be appointed to any office of the Company, be paid a salary or fees or receive any remuneration or other benefit or money or money's worth from the Company provided that nothing shall prevent any payment in good faith by the Company:-

- 7.1 of reasonable and proper remuneration (including pensions, termination grants and gratuities) to any Board Member of the Company as may be permitted by law and which is in accordance with any guidance on board member remuneration issued by the Regulator from time to time;

- 7.2 of reasonable and proper remuneration (including pensions, termination grants and gratuities) to any officer or employee of the Company (not being a Member or Board Member other than a co-opted Board Member);

- 7.3 of fees, proper remuneration or other benefit in money or money's worth to a company of which a Board Member may be a Member holding not more than 1/100th part of the capital of the company;
- 7.4 of reasonable out of pocket expenses to any Board Member; and
- 7.5 of reasonable and proper interest on money lent to the Company by any body corporate, notwithstanding that such body corporate shall be a Member or Board Member.

And provided that nothing shall prevent a disposal by the Company of a property whether by way of lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the Company's objects even though such person may be a Member or Board Member provided that such disposal is in accordance with any mandatory reputation of the Regulator and nothing shall prevent the Company from managing a property in accordance with the Objects even though the tenant, lessee or licensee of such property may be a Member or Board Member.

- 8. The Company shall have power to pay the whole or part of its net profits to a Registered Provider or Registered Providers or other body having rules or objects the same or similar to the Company provided that:-
 - 8.1 if the rules or objects are not the same, any sums paid are held or applied by such Registered Provider or Registered Providers or other body on trusts prescribed by the Company; or
 - 8.2 the payment is to the Parent.

Non-discrimination

- 9. The affairs of the Company shall at all times be carried out in relation to all persons irrespective of race, colour, religious or political belief, ethnic or national origins, disability, age, sex, marital status or sexual orientation.

Limited Liability

- 10. The liability of the Members is limited.

Members' Guarantee

- 11. Every Member undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he is a Member, or within one year thereafter. The amount as may be required shall be for payment of the debts and liabilities of the Company contracted before he ceased to be a Member; the costs, charges and expenses of winding up the Company and the adjustment of the rights of the contributories among themselves. Each Member's contribution shall not exceed one pound.

Dissolution

- 12. If, on winding up or dissolution of the Company and after the satisfaction of all debts and liabilities there remains any property or assets whatsoever, these shall not be paid to or distributed amongst the Members, but shall be given or

transferred to one or more institutions having objects similar to the Objects, which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of Article 7. The decision as to which institution or institutions should receive the property or assets is to be made by the Members at, or before the time of, dissolution provided that such disposal shall be governed by Section 167 of the Housing and Regeneration Act 2008 (as re-enacted or amended from time to time).

Admission of Members

13. The Parent and the Board Members from time to time shall be the Members, provided that no officer or employee of the Company who is appointed as a Board Member may also be a Member.
14. The number of Members who are Local Authority Persons shall not exceed one and the number of Members who are Tenants shall not exceed one.
15. The Company is a subsidiary of the Parent and shall not cease to be a subsidiary of the Parent or become a subsidiary of another organisation without first having obtained the consent of the Regulator to such a change pursuant to section 214 of the Housing and Regeneration Act 2008.

The Parent

16. The Parent may nominate a person or official to act as its representative in the manner provided in Section 323 of the Act. Such person shall have the right on behalf of the Parent to attend and vote at general meetings of the Company and generally exercise all rights of membership on behalf of the Parent. The Parent may from time to time revoke the nomination of its representative and nominate another representative in his place. All such nominations and revocations shall be in writing take effect upon receipt by the Secretary.

Cessation of Membership

17. A Member may resign from the Company by giving written notice to the Secretary and shall cease to be a Member from the date of receipt of such notice.
18. A Member other than the Parent may be removed from the Company by a resolution 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 has been sent to the Member concerned and to all other Members. The notice shall specify the intention to propose the resolution and include the grounds on which it is proposed. The Member whose removal is proposed or his representative shall be entitled to attend and be heard at the meeting.
19. Members' rights are personal, may not be transferred and shall automatically cease if the Member becomes insolvent, bankrupt, incapable, dies or is wound up.
20. A Member (other than the Parent) shall automatically cease to be a Member on ceasing to be a Board Member.

21. A Member who becomes a Tenant or a Local Authority Person when this would cause the Company to be in breach of Articles 14 shall automatically cease to be a Member.
22. The cessations referred to in Articles 20 or 21 shall take place upon the occurrence of the events set out herein and without any notice being given to the Member concerned.

Annual General Meeting

23. The Company may hold an annual general meeting each year in addition to any other meetings held that year.
24. The functions of the annual general meeting (if one is held) shall be:-
 - 24.1 to receive the annual report which shall contain:-
 - 24.1.1 the revenue accounts and balance sheets for the last accounting period;
 - 24.1.2 the auditor's report on those accounts and balance sheets;
 - 24.1.3 the Board's report on the affairs of the Company;
 - 24.2 to appoint the auditors; and
 - 24.3 to transact any other general business of the Company included in the notice convening the meeting.

Convening General Meetings

25. The Board or the Parent may call general meetings and, on the requisition of Members having not less than one tenth of the voting rights of all the Members pursuant to the Act, shall forthwith proceed to convene a general meeting for a date not later than seven 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 Member may call a general meeting.
26. A general meeting shall be called by giving at least fourteen clear days' notice, but a general meeting may be called by shorter notice if Members with not less than 95 per cent of the total voting rights of those entitled to attend and vote at the meeting agree.
27. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, and in the case of an annual general meeting shall specify the meeting as such. Notice shall be given to all the Members, Board Members and the Company's auditors.
28. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person shall not invalidate the proceedings at that meeting.

Attendance at General Meetings

29. Any Member entitled to attend a general meeting shall be entitled to appoint another person (whether a Member or not) as their proxy to attend instead of them and any proxy so appointed shall have the same right as the Member to speak and vote at the meeting.

Quorum for General Meetings

30. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A minimum of three Members present in person including the Parent shall be a quorum.
31. If a quorum is not present within half an hour from the time appointed for a general meeting it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the Members present decide. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall constitute a quorum.

Chair

32. The Chair of the Board shall chair the meeting. If the Chair is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Members present shall elect another Board Member who is present to be the chair.

Adjournments

33. 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 original meeting. It shall not be necessary to give notice of the adjourned meeting unless it is adjourned for fourteen days or more when 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.
34. The Chair may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he may decide if the unruly conduct of persons attending the meeting is preventing the orderly holding or continuance of the meeting.
35. When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. It shall not be necessary to give any notice of the adjourned meeting unless it is adjourned for fourteen days or more when 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.

Proceedings at General Meetings

36. If the Chair considers that the place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chair is satisfied that adequate facilities are available to ensure that Members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

Votes of Members

37. A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is demanded either before the meeting or on the declaration of the result of the show of hands. Subject to the provisions of the Act, a poll may be demanded:-
- 37.1 by the chair of the meeting;
 - 37.2 by at least two Members having the right to vote at the meeting; or
 - 37.3 by the Parent.
- and a demand by a person as proxy for a Member shall be the same as a demand by a Member.
38. On any resolution in general meeting 100 votes shall be available of which:
- 38.1 the Parent shall be entitled to cast $33 \frac{1}{3}$ votes; and
 - 38.2 the other Members shall be entitled to cast $66 \frac{2}{3}$ votes.
39. The Parent shall be required to exercise all of its votes in the same way whether in favour of the resolution or against.
40. Votes exercisable by Members other than the Parent shall be counted for and against the resolution in the proportions for and against actually cast by each of the Members (other than the Parent) who are present and voting at the meeting respectively. The Secretary (if any) shall make arrangements for such Members to vote on the resolution and shall count the numbers of votes in favour and against the resolution and shall notify the meeting of the totals and therefore the manner in which the votes exercisable by the Members are to be cast.
41. Unless a poll is 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 shall be final 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.
42. A demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made. If a poll 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. A poll shall be taken immediately. The results of the poll shall be the resolution of the meeting at which the poll was demanded.

43. No objection shall be raised to the qualification of any vote 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.

Written Resolutions

44. The Company may act by written resolution of the Members in lieu of holding a general meeting. Subject to the Act, a written resolution signed or approved electronically by a simple majority (or, in the case of a special resolution, by a majority of not less than 75%) of the Members who would have been entitled to vote on the resolution if it had been proposed at a general meeting (provided those Members would constitute a quorum at a general meeting) is as valid and effective as if it had been passed at a general meeting duly convened for the purpose provided that Members' voting rights in relation to written resolutions shall be counted in the same manner as set out in Articles 38 to 40.
45. A resolution under Article 44 may consist of several documents in similar form each signed (or otherwise approved) by one or more Members.

Appointment of Proxies

46. An appointment of a proxy shall be in writing, signed by or on behalf of the appointor and shall be in a form which the Board has approved.
47. The document appointing a proxy and any authority under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. An instrument of proxy which is not deposited or delivered in this manner shall be invalid.
48. A vote given or poll demanded by proxy or by the duly authorised representative of a Member shall be valid unless termination of the proxy or representative's authority is received by the Company at the registered office or the place at which the meeting is due to be held before the meeting begins.

Size and Composition of the Board

49. The Board shall comprise six Board Members (including co-optees).

Appointment of Board Members

50. Board Members shall be appointed by the Parent. In appointing such Board Members, the Parent shall take into consideration the skills and attributes identified as necessary to enhance the Board's effectiveness at that time.

51. Every person who is appointed as a Board Member shall be admitted as a Member and the Board shall consent to such application.
52. Subject to Article 55, Board Members shall each serve for a term of three years and for no more than three consecutive three year terms.

Parent's Power to Appoint/Remove Board Members

53. The Parent shall have the power from time to time and at any time to appoint any or all the Board Members and to remove from office any or all of the Board Members. Appointments and removals shall be made in writing, signed by an authorised officer of the Parent and shall take effect upon receipt at the registered office or such later date as may be specified.

Co-Opted Board Members

54. The Board may (with the approval of the Parent) from time to time vote to co-opt persons to the Board (provided that the total number of Board Members and co-optees shall not exceed six) and may at any time vote to revoke such co-option. Co-optees shall not have a vote.

Disqualification and Removal of Board Members

55. Board Members shall immediately cease to hold office if:-
 - 55.1 they cease to be a Board Member by virtue of any provision of the Act or become prohibited by law from being a director;
 - 55.2 they become insolvent, bankrupt or make any arrangements or composition with their creditors generally;
 - 55.3 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a board member and may remain so for more than three months;
 - 55.4 they resign their office by written notice to the Company;
 - 55.5 they have been absent for more than six months from Board meetings without having given an apology that is accepted by the Board and the Board resolves that they cease to be a Board Member;
 - 55.6 the Board resolves by at least three quarters of all the other Board Members that they cease to be a Board Member;
 - 55.7 they have been co-opted to the Board and their co-option is revoked;
 - 55.8 they are subject to a custodial sentence imposed by a Court in respect of any criminal act or omission, unless the Board determines otherwise; and/or
 - 55.9 they are removed by the Parent pursuant to Article 53.

Powers of the Board

56. Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Board. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board. At all times that the Company is a Registered Provider the Board shall ensure that the Company takes account of any obligation imposed on the Company by the Regulator in the exercise of its powers.
57. The Board may appoint any person to be the agent of the Company for such purposes and on such conditions as it determines including authority for the agent to delegate all or any of their powers.

Borrowing Powers

58. The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as it thinks fit, and to grant any mortgage, fixed or floating charge or other security over its present and future undertaking, property and assets, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Company or any Registered Provider which is a member of a group of which the Company is a part or any third party.

Delegation of Board's Powers

59. The Board may delegate any of their powers to any committee consisting of one or more Board Members and other persons. They may also delegate to any Board Member holding any executive office or to other persons such of their powers as they consider desirable to be exercised by them. Any such delegation may be made subject to such conditions as the Board may impose and may be revoked or altered. Subject to any such conditions, the proceedings of such committees shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying.

Alternate Board Members

60. Board Members shall not be entitled to appoint alternate Board Members.

Board Members' Payments and Expenses

61. Subject to compliance with Article 7 and any guidance on board member remuneration published by the Regulator from time to time, Board Members may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings or otherwise in connection with the discharge of their duties.

Board Members' Interests

62. A Board Member must disclose to the Board the nature and extent of any interest that he has in any item of the Board's business at that Board meeting. An interest may be notified by way of a general notice given to the Board. An interest of which a Board Member has no knowledge or which it is unreasonable to expect him to have knowledge shall not be treated as an interest. Unless permitted by Article 63 or by a resolution at the relevant Board meeting, a Board Member with an interest in an item of the Board's business shall withdraw from the meeting whilst the item is discussed and shall not speak or vote on the matter.
63. Provided that he has disclosed to the Board the nature and extent of his interest and subject to the provisions of the Act, a Board Member may:-
- 63.1 be a director or other officer of, or employed by, any body corporate which is a holding or subsidiary body (as defined in Section 1159 of the Act) or associate of the Company; or
- 63.2 be a Tenant
- and remain, speak and vote at the meeting and be counted in the quorum, but a Board Member who is a Tenant may not remain, speak or vote in any Board meeting whilst matters relating specifically to his tenancy are being dealt with.
64. An interest may be notified by way of a general notice given to the Board. An interest of which a Board Member has no knowledge or of which it is unreasonable to expect him to have knowledge shall not be treated as an interest.

Proceedings of the Board

65. The Board may regulate their proceedings as they think fit and the quorum for the transaction of business shall be two. Board meetings 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.
66. If a quorum is not present within half an hour of the time appointed for a Board Meeting, it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the Board Members present decide. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Board Members present shall constitute a quorum.

Voting at Board Meetings

67. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
68. If a question arises at a meeting of the Board or of a committee of the Board over the right of a person 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 anyone other than himself shall be final and conclusive.

Chair

69. The Chair will be selected by the Board after a formal recruitment process which may include external advertisement. The Chair will hold office for a term of three years with a maximum of two consecutive terms of office. A two thirds majority of the Board Members may at any time remove the Chair from office and recruit a replacement.
70. Unless he is unwilling to do so, the Chair shall preside at every meeting of the Board at which he is present. If there is no Board Member holding that office, or if they are unwilling to preside or they are not present within 5 minutes after the time appointed for the meeting, the Board Members present may appoint one of their number to chair the meeting.

Defect in Appointment or Disqualification

71. All acts done by a meeting of the Board or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it is later discovered that there was a defect in their appointment or that they 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 Member and had been entitled to vote.

Written Resolutions

72. A resolution in writing signed or approved electronically by a simple majority of the Board Members entitled to receive notice of a meeting of the Board or of all the persons forming a committee of the Board shall be as valid and effective as if it had been passed at a meeting of the Board (or as the case may be a committee of the Board) duly convened and held and may consist of several documents in like form each signed or approved by one or more persons.

Secretary

73. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they think fit, and may be removed and/or replaced by the Board.

Minutes

74. The Secretary shall cause minutes to be made in books kept for the purpose:-
- 74.1 of all appointments of officers made by the Board; and
- 74.2 of all proceedings at meetings of the Company and of the Board, and of committees of the Board and of any class or type of Member, including the names of the persons present at each meeting.

The Seal

75. The Company shall have a seal which shall only be used with the authority of the Board who may determine who shall sign any instrument to which the seal is affixed. In the absence of any direction to the contrary instruments shall be signed by a Board Member and by the Secretary or a second Board Member.
76. The Secretary shall keep and maintain a register of sealings together with the other records required by the Act.

Accounts

77. The Company shall comply with the provisions of the Act in respect of:-
 - 77.1 the keeping and auditing of accounting records;
 - 77.2 the provision of accounts and the preparation of an annual report of the Board; and
 - 77.3 the making of an annual return.

Notices

78. Any notice or document to be sent or supplied to a Board Member may be sent or supplied in accordance with the Act.
79. Anything sent to a Member under these Articles shall be sent to that Member's address as registered in the register of Members, unless:
 - 79.1 the Member and the Company have agreed that another means of communication is to be used; and
 - 79.2 the Member has supplied the Company with the information it needs in order to be able to use that other means of communication.
80. Any notice or document sent to a Board Member shall be sent to that Board Member's address as registered in the register of Board Members, unless:
 - 80.1 the Board Member and the Company have agreed that another means of communication is to be used; and
 - 80.2 the Board Member has supplied the Company with the information it needs in order to be able to use that other means of communication; and
 - 80.3 a notice calling a meeting of the Board need not be in writing.
81. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and of the purpose for which it was called.
82. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given 48 hours after the envelope containing it was posted.

Indemnity

83. Every Board Member or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of their duties of office or otherwise in relation thereto, including any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to them shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of their office or in relation thereto provided that this Article shall only have effect in so far as its provisions are not avoided by Chapter 7 of Part 10 of the Act.
84. The Board shall have power to purchase and maintain for any Board Member, officer or auditor of the Company insurance against any such liability as is referred to in Section 233 or Section 533 of the Act.

Rules or Bye Laws

85. The Board may from time to time make whatever rules and bye-laws they deem necessary, expedient or convenient for the proper conduct and management of the Company and without prejudice to the generality of the foregoing these shall include:-

- 85.1 the admission of Members, and their rights and privileges;
- 85.2 the conduct of Members in relation to one another and to the Company's employees;
- 85.3 the procedure at general meetings in so far as such procedure is not regulated by the Articles; and
- 85.4 generally all such matters which are commonly the subject matter of Company rules.

Provided that nothing in these rules or bye-laws shall be inconsistent with the Articles. The Company in general meetings shall have the power to alter or repeal the rules and bye-laws and to make additions to them and the Secretary shall notify all Members of any rules and bye-laws, which so long as they shall be in force, shall be binding on all Members.

Changes to the Articles

86. Any amendment to the Articles must first be approved by a two thirds majority of the Board at a Board meeting convened for that purpose or a written resolution of all the Board Members passed in accordance with Article 72. The amendment must then be passed as a special resolution by a three quarters majority of Members in accordance with the Act or by a written resolution of the Members in accordance with Article 44.