

The Companies Act 2006

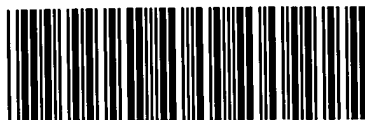
Community Interest Company Limited by Guarantee

Articles of Association

of

Barking Riverside Community Development C.I.C.

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The Companies Act 2006

Community Interest Company Limited by Guarantee

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INTERPRETATION

1 Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at end of the Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2 Community Interest Company

The Company is to be a community interest company.

3 Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body, and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986, and

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to such asset-locked body as is approved by the Regulator and is carrying on similar functions to those of the Company.

4 Not for profit

The Company is not established or conducted for private gain any profits or assets in the Company are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5 Objects

The objects of the Company are to carry on such activities as the Directors determine to be for the benefit of the community at the Site and in particular (without limitation):

- 5.1 to hold, manage, develop and otherwise deal with freehold and/or leasehold land and other assets at the Site;
- 5.2 to provide services (including community services) either at the Site or elsewhere during the period of the development of the Site and following practical completion of the Site;
- 5.3 to undertake social inclusion and other community functions for the benefit of the Residential Unit Representatives and Commercial Unit Owners and the wider community living and/or working at the Site; and
- 5.4 to do all such things as may be considered to be incidental or conducive to any of the above.

6 Powers

In furtherance of the Objects but not otherwise the Company may exercise the following powers:

- 6.1 to make grants and loans upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any Authorised Person as may be thought fit for or towards purposes in any way connected with or calculated to further the Objects;
- 6.2 to organise meetings, lectures, conferences, broadcasts, courses of instruction or other activities;
- 6.3 to provide or procure the provision of counselling and guidance;
- 6.4 to promote or carry out research and to publish and distribute the useful results of such research;
- 6.5 to produce or help others to publish and distribute material in any form that may be deemed desirable for the promotion of the Objects or for the purpose of informing contributors and others of the needs or progress of the Company;
- 6.6 to purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the Objects;
- 6.7 to accept gifts on any terms and/or to refuse gifts for good reason;
- 6.8 to raise funds or finance for the Company;
- 6.9 to carry out a trade or trades, to include the provision of management and/or other services with or without charge;
- 6.10 to operate bank accounts in the name of the Company;

- 6.11 to acquire any property of any kind situated anywhere in the world for investment purposes whether involving liabilities or producing income or not and to appoint and pay professional investment managers who are authorised to carry on the requisite regulated activities under the provisions of the Financial Services and Markets Act 2000;
- 6.12 to acquire any real or personal property together with any rights or privileges which the Company may think necessary;
- 6.13 to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bylaws or building regulations and other like applications;
- 6.14 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 6.15 to borrow or raise money for the purposes of the Company on such terms and on such security Of any) as the Directors may think fit;
- 6.16 to employ, engage or retain the services of such persons as the Directors think may be necessary or desirable on such terms as the Directors think fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- 6.17 to appoint and pay any person to hold any property as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 6.18 to provide indemnity insurance for the Directors;
- 6.19 to establish trusts and to act as trustee of any trusts (whether alone or in conjunction with others);
- 6.20 to establish or promote the establishment of any entity or organisation;
- 6.21 to co-operate with any person operating in furtherance of the Objects and to participate in groups, discussion panels or similar entities;
- 6.22 to amalgamate with, acquire the assets of or in any other way to merge with any person which has objects the same or similar to the Objects;
- 6.23 to pay the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 6.24 to appoint and pay any person to manage all or part of the property at the Site and to carry out all ancillary duties related to such management on behalf of the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 6.25 to do all such other lawful things as shall further the Objects or any of them.

7 **Liability of Members**

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being

wound up while he or she is a Member or within one year after he or she ceases to be a Member, for.

- 7.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a Member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES

8 Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9 Members' reserve power

- 9.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10 Chair

At any time following the Break Even Point the Directors may appoint a person (who shall not be a Director or a Member) to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from office. The Chair must be notified of and invited to attend all meetings of the Directors but may not vote or influence the votes of the Directors.

11 Directors may delegate

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - 11.1.1 to such person or committee;
 - 11.1.2 by such means (including by power of attorney);
 - 11.1.3 to such an extent;
 - 11.1.4 in relation to such matters or territories; and
 - 11.1.5 on such terms and conditions,as they think fit.
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

12 **Committees**

- 12.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors, with the exception of the provisions of Article 10 in relation to the Chair, which shall not apply to committees.
- 12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

13 **Directors to take decisions collectively**

- 13.1 Any decision of the Directors must either be a decision of the Directors at a meeting in accordance with Article 18 or a decision taken in accordance with the provisions of Article 19.

14 **Calling a Directors' meeting**

- 14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
- 14.2.1 all the Directors agree; or
- 14.2.2 urgent circumstances require shorter notice.
- 14.3 Prior to the Break Even Point, notice of Directors' meetings must be given to each Director, to the Affordable Housing Representative and to the LBBB Representative.
- 14.4 Subject to Article 14.3, notice of Directors' meeting must be given to each Director and the LBBB Representative.
- 14.5 Every notice calling a Directors' meeting to all recipients must specify:
- 14.5.1 the place, day and time of the meeting; and
- 14.5.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.6 Notice of Directors' meetings need not be in Writing.
- 14.7 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director, Affordable Housing Representative or LBBB Representative for the purpose.
- 15 **Participation in Directors' meetings**
- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 15.1.1 the meeting has been called and takes place in accordance with the Articles; and

- 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 16 **Quorum for Directors' meetings**
- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 Prior to the Break Event Point the quorum for Directors' meetings shall be three Directors, except in respect of decisions made to authorise a Conflict of Interests pursuant to Article 21 where the quorum shall be two Directors.
- 16.3 Following the Break Even Point the quorum for Directors' meetings shall be at least seventy five per cent of the Directors for the time being.
- 16.4 The Affordable Housing Representative, the LBBB Representative and any Chair who has been appointed shall not at any time be counted in the quorum.
- 16.5 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision
- 16.5.1 to appoint further Directors; or
- 16.5.2 to call a general meeting so as to enable the members to appoint further Directors.
- 17 **Chairing of Directors' meetings**
- The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.
- 18 **Decision making at a meeting**
- 18.1 Prior to the Break Even Point, but subject to Article 55 of these Articles, any decision of the Founder Directors shall be decided by a majority of votes or shall be a decision taken in accordance with the provisions of Article 19, provided that:
- (a) where a decision would result in a reduction in the expenditure incurred by the Company in carrying out the Obligations and that reduction would not adversely affect the delivery of the Core Services (which shall not include the determination of the resolutions relating to the Break Even Point at Articles 54 and 55) the Founder Directors appointed by BRL shall acting together have a casting vote; and
- (b) where a decision would require expenditure by the Company in the provision of services in addition to the Core Services (which shall not include the determination of the resolutions relating to the Break Even Point at Articles 54 and 55) the Founder Directors appointed by BRL shall acting together have a casting vote.

- 18.2 With the exception of the casting vote referred to at Article 18.1, in all proceedings of Directors each Director shall have one vote.
- 18.3 Following the Break Even Point, any decision of the Directors must either be a decision of a majority of the Directors at a meeting or a decision taken in accordance with the provisions of Article 19.
- 18.4 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 18.5 The Affordable Housing Representative and the LBBD Representative may speak at a Directors' meeting but are not permitted to vote.
- 18.6 In case of an equality of votes, the Chair shall not have a second or casting vote.
- 19 **Decisions without a meeting**
- 19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise Indicated agreement in Writing.
- 19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), for the avoidance of doubt, such person may, but need not, be one of the Directors;
- 19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;
- 19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 49.
- 20 **Conflicts of interest**
- 20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that the other Directors are or ought reasonably to be aware of it already.
- 20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by the other Directors.
- 20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

- 20.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate,
 - 20.3.2 not be counted in the quorum for that part of the meeting; and
 - 20.3.3 withdraw during the vote and have no vote on the matter.
- 20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
- 21 Directors' power to authorise a conflict of interest**
- 21.1 The Directors have power to authorise a Director to act despite a Conflict of Interest provided:
- 21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;
 - 21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and
- 21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22 Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

23 Methods of appointing directors

- 23.1 Prior to the Break Even Point, the Directors of the Company shall be those named on incorporation of the Company and shall comprise the following persons:
- (a) two Directors appointed by BRL; and

- (b) two Directors appointed by LBBD

(together the "Founder Directors").
- 23.2 Following the Break Even Point and where one Neighbourhood has satisfied the Capacity Condition, the Directors of the Company shall comprise the following persons:
 - (a) the Founder Directors; and
 - (b) one Neighbourhood Director.
- 23.3 Following the Break Even Point and where two Neighbourhoods have satisfied the Capacity Condition, the Directors of the Company shall comprise the following persons:
 - (a) the Founder Directors; and
 - (b) two Neighbourhood Directors.
- 23.4 Following the Break Even Point and where no fewer than three Neighbourhoods have satisfied the Capacity Condition, the Directors of the Company shall comprise the following persons:
 - (a) the Founder Directors appointed by LBBD;
 - (b) two further Directors appointed by LBBD (the "LBBD Directors"), whose names shall be notified to the Company in writing at the time of appointment;
 - (c) the Affordable Housing Director; and
 - (d) one Neighbourhood Director for each of the Neighbourhoods that have satisfied the Capacity Condition.
- 23.5 Any organisation (or group of organisations) which may appoint a Director may at any time appoint any person to be an alternate director and may at any time remove such alternate director Any appointment or removal pursuant to this Article shall be in Writing, signed by the appointing body and shall be sent or delivered to the Office. Any such appointment or removal shall take effect upon delivery of such notice to the Office or upon the date specified in such notice.
- 23.6 Any Director may appoint by a signed notice in Writing, which shall be sent to the other Directors, an alternate director to attend any meeting of the Board in his or her place and such alternate director shall be entitled to speak and vote as if he or she were a Director.
- 23.7 The Founder Directors appointed by BRL shall hold office until such time as the Break Even Point has occurred and three Neighbourhoods have satisfied the Capacity Condition, after which they shall retire.
- 23.8 Once the Break Even Point has occurred, and a Neighbourhood has satisfied the Capacity Condition, the Residential Unit Representatives In that Neighbourhood shall together elect one person as their representative and shall notify the Company of that appointment, in Writing. The Directors shall appoint that representative as a Director, and each Director appointed in this manner shall be referred to as a Neighbourhood Director.

- 23.9 In the event that the Company receives more than one notice purporting to appoint a Neighbourhood Director for a single Neighbourhood at any one time, the Directors may call for supporting evidence to confirm the elections and shall use their discretion to determine which individual was properly elected by the Neighbourhood and in all cases the decision of the Directors shall be final.
- 23.10 Subject to Article 24, each Neighbourhood Director shall hold office indefinitely.
- 23.11 Each Neighbourhood Director shall, if invited by any group representing the Residential Unit Representatives in the Neighbourhood for which he is a Director, seek to attend the meetings of the Neighbourhood he represents to ensure that he is informed of the views of the relevant Residential Unit Representatives.
- 23.12 Once the Break Even Point has occurred and where three Neighbourhoods have satisfied the Capacity Condition, subject to an alternative instruction by the Affordable Housing Providers acting together, the Affordable Housing Representative shall become the Affordable Housing Director. The role of Affordable Housing Representative shall cease on the appointment of the Affordable Housing Director.
- 23.13 The Directors may appoint any person to be a Director to fill a vacancy of the Directors.

24 Termination of Director's appointment

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will continue in office when such resignation has taken effect);
- (f) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views;
- (g) where the Director is a Neighbourhood Director, that person ceases to be a Residential Unit Representative or is replaced by a decision of the Residential Unit Representatives in the relevant Neighbourhood and shall be notified to the Directors in Writing;
- (h) where the Director is a Founder Director, an LBBB Director or an Affordable Housing Director, that person ceases to be an employee of the organisation

(or one of the organisations) which appointed him or her, or is removed by the organisation which appointed him or her; or

- (i) that person ceases to be Member.

25 Directors' remuneration

25.1 Directors may not be remunerated for their services to the Company as Directors.

25.2 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

26 Directors' expenses

Directors are not entitled to reimbursement of any expenses incurred in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company, which shall include their attendance at meetings of the Directors and the Company.

27 Removal of Founder Directors

27.1 On any resolution proposed by the Members before the Break Even Point has occurred and three Neighbourhoods have satisfied the Capacity Condition:

27.1.1 to remove a Founder Director (whether under section 168 or the 2006 Act or otherwise), or

27.1.2 to vary the provisions of this Article;

a special resolution shall be required to be passed at a meeting with all the Directors being present when the resolution is proposed.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28 Becoming a member

28.1 The subscribers to the Memorandum are the first Members of the Company.

28.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

28.3 The Members may be individuals or organisations and shall comprise those persons who are the Directors of the Company from time to time.

28.4 No person shall be admitted a Member of the Company unless he or she is approved by the Directors.

28.5 Every person who wishes to become a Member shall deliver to the Company an application for membership in such form (and containing such information and obligations) as the Directors require and executed by him or her.

28.6 The Board may from time to time resolve upon the creation of other classes of members of the Company which may or may not consist of Members.

28.7 The Directors may in their discretion levy on all or any classes of members at such rates as they shall determine and may levy subscriptions at different rates for different categories of members including members of the same class.

28.8 No Residential Unit Representative shall be admitted as a Member unless he or she is appointed as a Neighbourhood Director.

29 **Termination of membership**

29.1 Membership is not transferable to anyone else.

29.2 Membership is terminated, and the Directors shall procure that the Register is updated accordingly within two months of notification of such termination being received by the Company at the Office or such other place as the Directors may nominate from time to time:

29.2.1 if a Member ceases to be a Director, with immediate effect; 29.2.2 if the Member dies or ceases to exist, with immediate effect;

29.2.2 if at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company Such a resolution may not be passed unless the Member has been given at least fourteen Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors The membership of a Member expelled shall terminate with immediate effect though any Member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her, or

29.2.3 otherwise in accordance with the Articles;

29.2.4 if by notice in writing to the Company, the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office.

ORGANISATION OF GENERAL MEETINGS

30 **General meetings**

30.1 The Company shall in each year hold an annual general meeting in addition to any other general 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 annual general meeting of the Company and that of the next Subject to the Companies Acts, annual general meetings shall be held at such times and places as the Directors shall determine.

30.2 All general meetings other than annual general meetings shall be called General Meetings. Subject to the Statutes, General Meetings may be called on the requisition of Members or by the Directors If there are not within the United Kingdom sufficient Directors to convene a General Meeting, any Director or any Member may convene a General Meeting.

31 Length of notice

All general meetings must be called by either:

- 31.1 at least fourteen Clear Days' notice; or
- 31.2 shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least ninety per cent of the total voting rights at that meeting of all the Members.

32 Contents of notice

- 32.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 32.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 32.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the Member of his or her rights to appoint another person as his or her proxy at a general meeting.

33 Service of notice

- 33.1 Notice of General Meetings must be given to every Member, to the Directors and to the auditors of the Company, and prior to the Break Even Point being achieved, to the Affordable Housing Representative.
- 33.2 Notice of the annual general meeting must be given to every person who would be entitled to receive notice of a General Meeting and to the Residential Unit Representatives and the Commercial Unit Owners.

34 Attendance and speaking at general meetings

- 34.1 A person may attend an annual general meeting or a General Meeting where he or she has received notice of that meeting, is required by the Companies Acts to be permitted to attend or is invited by the Directors to attend.
- 34.2 A person is able to exercise the right to speak at a general meeting when that person is entitled to attend and is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 34.3 A person is able to exercise the right to vote at a general meeting when:
 - 34.3.1 that person is a Member;
 - 34.3.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 34.3.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 34.4 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting whether or not they are Members to exercise their right to speak at it.

- 34.5 The Directors may make whatever arrangements they consider appropriate to enable those Members attending a general meeting to exercise their right to vote at it.
- 34.6 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 34.7 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 35 Quorum for general meetings**
- 35.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 35.2 Prior to the Break Even Point, four persons entitled to vote on the business to be transacted each being a Member, a proxy for a Member or a duly Authorised Representative of a Member) shall be a quorum.
- 35.3 Following the Break Even Point, two persons entitled to vote on the business to be transacted (each being a Member, a proxy for a Member or a duly Authorised Representative of a Member); or seventy five per cent of the total membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 35.4 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.
- 36 Chairing general meetings**
- 36.1 The Chair of the board of Directors (if any) or in his or her absence some other Director nominated by the Directors will preside as chairman of every general meeting.
- 36.2 If neither the Chair nor such other Director nominated in accordance with Article 36 1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number as chairman of the meeting and, if there is only one Director present and willing to act, he or she shall be chairman of the meeting.
- 36.3 If no Director is willing to act as chairman of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote must choose one of their number to be chairman of the meeting, save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chairman of the meeting.
- 37 Attendance and speaking by Directors and non-members**
- 37.1 A Director may attend and speak at any general meeting whether in his or her capacity as Director or Member.
- 37.2 The chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

38 Adjournment

- 38.1 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 38.1.1 the meeting consents to an adjournment; or
 - 38.1.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 38.2 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 38.3 When adjourning a general meeting, the chairman of the meeting must:
- 38.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 38.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 38.4 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it:
- 38.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 38.4.2 containing the same information which such notice is required to contain.
- 38.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

39 Voting: general

- 39.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 39.2 A person who is not a Member shall not have any right to vote at a general meeting of the Company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 39.3 Article 39.2 shall not prevent a person who is a proxy for a Member or a duly Authorised Representative from voting at a general meeting of the Company.

40 Votes

- 40.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Member, proxy or Authorised Representative of a Member) and entitled to vote shall have one vote.

- 40.2 On a vote on a resolution on a poll at a meeting every Member present in person or by proxy or Authorised Representative who would be entitled to vote on a show of hands shall have one vote.
- 40.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair or chairman of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 40.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.
- 40.5 The following provisions apply to any organisation that is a Member ("a Member Organisation"):
 - 40.5.1 a Member Organisation may nominate any individual to act as its representative ("an Authorised Representative") at any meeting of the Company;
 - 40.5.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
 - 40.5.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;
 - 40.5.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;
 - 40.5.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;
 - 40.5.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and
 - 40.5.7 the power to appoint an Authorised Representative under this Article 40.5 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

41 **Poll votes**

- 41.1 A poll on a resolution may be demanded:
 - 41.1.1 in advance of the general meeting where it is to be put to the vote; or

- 41.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.2 A poll may be demanded by:
- 41.2.1 either the Chair or chairman of the meeting;
 - 41.2.2 the Directors;
 - 41.2.3 two or more persons having the right to vote on the resolution;
 - 41.2.4 any person, who, by virtue of being appointed proxy for one or more Members having the right to vote at the meeting, holds two or more votes; or
 - 41.2.5 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 41.3 A demand for a poll may be withdrawn if:
- 41.3.1 the poll has not yet been taken; and
 - 41.3.2 the Chair or chairman of the meeting (as applicable) consents to the withdrawal.
- 41.4 Polls must be taken immediately and in such manner as the Chair or chairman of the meeting directs, subject always to the provisions of these Articles.

42 Errors and disputes

An objection may be raised to the qualification of any person voting at a general meeting or adjourned meeting provided that such objection is made at the relevant meeting or is received at the Office within seven days after the relevant meeting. If such a challenge is successfully made, then the relevant vote shall be disallowed and the record of votes shall be amended. Every vote not disallowed at the meeting or to which an objection has not been received within seven days after the meeting is valid. All objections must be referred to the Chair or chairman of the meeting whose decision is final.

43 Content of proxy notices

- 43.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Company in accordance with the Articles or any other agreement between the Company and the Member in respect of the Member's membership and any instructions contained in the notice of the general meeting to which they relate.

- 43.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 43.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 43.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;
 - (b) allowing the person appointed under it as a proxy discretion as to whether to speak at the meeting; and
 - (c) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 44 **Delivery of proxy notices**
- 44.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 44.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 44.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 45 **Amendments to resolutions**
- 45.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 45.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 45.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 45.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 45.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 45.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 45.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

46 Written resolutions

- 46.1 Subject to Article 46.3, a written resolution of the Company passed in accordance with this Article 46 shall have effect as if passed by the Company in General Meeting:
- 46.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 46.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than seventy five per cent of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 46.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 46.3 A Members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 46.4 A copy of the written resolution must be sent to every Member together with a statement informing that Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 46.5 A Member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution:
- 46.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the Member's signature.
- 46.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it is accompanied by a statement of the identity of the Member and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the Member to the Company for the purposes of receiving Documents or information by Electronic Means.
- 46.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 46.7 A proposed written resolution lapses if it is not passed within twenty eight days beginning with the circulation date.
- 46.8 If no Secretary is appointed, the Chair or chairman of the meeting shall perform the functions of the secretary under this Article 46.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

47 Means of communication to be used

- 47.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 47.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 47.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

48 Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specify that such informality, irregularity or want of qualification shall invalidate it.

49 Minutes

- 49.1 The Directors must cause minutes to be made in books kept for the purpose:
- 49.1.1 of all appointments of officers made by the Directors;
- 49.1.2 of all resolutions of the Company and of the Directors; and
- 49.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,
- and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Director of the Company, be sufficient evidence of the proceedings.
- 49.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

50 Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 50.1 annual reports;

50.2 annual returns; and

50.3 annual statements of account.

51 Indemnity

51.1 Subject to Article 51.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

51.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

51.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

52 Insurance

52.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

52.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

53 Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

BREAK EVEN POINT

54 Break Even Point

The Break Even Point shall occur where the Founder Directors pass a resolution declaring that the Company has sufficient monies from the Service Charge and other income (excluding the Forward Fund) to discharge the Obligations for the following twelve month period (the "Break Even Point Resolution").

55 Dispute Resolution

55.1 Where the Break Even Point Resolution is proposed but not passed by the Founder Directors, the Founder Directors appointed by BRL may propose a second resolution that the matter be submitted by the Directors to an Expert to determine whether the Break Even Point Resolution should be passed (the "Break Even Point Assessment Resolution"). The Expert appointed by the Directors to make such determination shall be agreed by board resolution of the Directors or, failing this, shall be determined by the President for the time being of the Law Society or his appointed deputy.

55.2 Notwithstanding Article 18.1 the Break Even Point Assessment Resolution shall be deemed passed by the Directors where it receives the approval of at least one of the Founder Directors.

55.3 Where the Break Even Point Assessment Resolution is passed, the Directors shall submit to the Expert the submissions of the Founding Directors who voted in favour and against the Break Even Point Resolution being passed.

55.4 The decision of the Expert shall be accepted by the Founding Directors to be conclusive.

55.5 Where the Expert confirms that the Break Even Point Resolution should be passed, the Break Even Point Resolution shall be treated as having been passed at the last meeting of the Directors at which a Break Even Point Resolution was proposed.

SCHEDULE INTERPRETATION

Defined terms

- 1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 "Address"	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 "Affordable Housing"	means affordable housing as defined in Annex B of Planning Policy Statement 3, June 2011 edition;
1.3 "Affordable Housing Director"	means a representative appointed to act as Director of the Company by the Affordable Housing Providers acting together whose name shall be notified to the Company or appointed pursuant to Article 23.12;
1.4 "Affordable Housing Providers"	means such persons, companies, partnerships, organisations or managers (which may without limitation include BRL or a subsidiary or group company of BRL) from time to time permitted by law to provide Affordable Housing at the Site;
1.5 "Affordable Housing Representative"	means a representative appointed by the Affordable Housing Providers acting together, and whose name shall be notified in writing to the Company;
1.6 "Articles"	the Company's articles of association;
1.7 "asset-locked body"	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.8 "Authorised Person"	means a person authorised by the Directors to carry out the responsibilities noted in Art 6.1 on behalf of the Company;
1.9 "Authorised Representative"	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 40;
1.10 "bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.11 "Break Even Point"	means the point at which the Break Even Point Resolution is passed by the Directors pursuant to Articles 54 and 55;

1.12 "BRL"	means Barking Riverside Limited, a private company limited by shares incorporated in England and Wales with company number 05055132 and whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne NE13 6BE;
1.13 "Capacity Condition"	means the first time at which a Neighbourhood is occupied to eighty per cent of its capacity;
1.14 "Chair"	has the meaning given in Article 10;
1.15 "chairman of the meeting"	has the meaning given in Article 36;
1.16 "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.17 "Clear Days"	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 for which it is given or on which it is to take effect;
1.18 "Commercial Unit"	means a commercial unit forming, or which will, once designed and constructed, form part of the Site;
1.19 "Commercial Unit Owner"	means in respect of each Commercial Unit the person who holds legal title to the Commercial Unit or a representative thereof;
1.20 "community"	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;
1.21 "Companies Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.22 "Company"	means Barking Riverside Community Development C I C;
1.23 "Conflict of Interest"	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.24 "Core Services"	means the provision of estate services including lighting, cleaning, grounds maintenance and repair, and the operational activities and services necessary to keep the community facilities centre on the Site within the Rivergate Centre clean and well maintained and open for a minimum of eight hours per day except on bank holidays where the opening hours may be shorter and, such other services as are agreed in writing by the Directors to be core or key services required to be provided by the Company in connection with carrying out the Obligations from time to time;

1.25 "Director"	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.26 "Document"	includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
1.27 "Electronic Form" and "Electronic Means"	and have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.28 "Expert"	means an appropriately qualified person to resolve the dispute as to whether the Break Even Point Resolution should be passed having at least ten years' experience in the relevant field;
1.29 "Forward Fund"	means the amount of money required by the Company to carry out its Obligations;
1.30 "Founder Director"	means a Director appointed or deemed to be appointed pursuant to Articles 23.1 and 23.5;
1.31 "Hard Copy Form"	has the meaning given to it in the Companies Act 2006;
1.32 "LBBD"	means the London Borough of Barking and Dagenham of Civic Centre, Dagenham RM10 7BN;
1.33 "LBBD Representative"	means a representative appointed by LBBD, and whose name shall be notified in writing to the Company;
1.34 "member"	means any member of the Company whether or not for the purposes of the Companies Acts;
1.35 "Member"	means a Member of the Company for the purposes of the Companies Acts;
1.36 "Memorandum"	the Company's memorandum of association;
1.37 "Neighbourhood"	means any one of the four neighbourhoods consisting of approximately 2,500 homes each comprised in the Site, and "Neighbourhoods" means any two or more of them;
1.38 "Neighbourhood Director"	means a Director elected or deemed to be elected pursuant to Article 23.8;
1.39 "Obligations"	means the obligations of the Company (wheresoever derived) to develop, manage and maintain the Site and Neighbourhoods;
1.40 "Office"	means the registered office of the Company;
1.41 "paid"	means paid or credited as paid;
1.42 "participate"	in relation to a Directors' meeting, has the meaning given in Article 15;
1.43 "Permitted Industrial and Provident Society"	and an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on

		Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
1.44 "Proxy Notice"		has the meaning given in Article 43;
1.45 "the Regulator"		means the Regulator of Community Interest Companies;
1.46 "Residential Unit"		means a residential Unit forming or which will, once designed and constructed, form part of the Site;
1.47 "Residential Unit Occupant"		means in respect of each Residential Unit the person (or a representative of the persons) who lawfully occupies/occupy that Residential Unit;
1.48 "Residential Unit Owner"		means in respect of each Residential Unit the person or persons who holds legal title to the Unit at leasehold level immediately below the superior landlords at the Site;
1.49 "Residential Representatives"	Unit	means the Residential Unit Occupants and Residential Unit Owners in respect of each Neighbourhood;
1.50 "the Rivergate Centre"		means the centre situated at the Site providing community facilities, including sports facilities, and known at the date of the adoption of these Articles as the "Rivergate Centre";
1.51 "Secretary"		the secretary of the Company (if any);
1.52 "Service Charge"		means the monies collected by the Company to fund its activities including by way of estate service charges, estate charges, estate tithe rents, rent on buildings leased, transfer fees on sale or lease of properties, rent on commercial units, grant funding, management charges, utility companies payments, parking fines and infringements;
1.53 "Site"		means land at Barking Riverside which at the date of these Articles is being developed for residential and commercial use;
1.54 "specified"		means specified in the memorandum and articles of association of the Company for the purposes of this paragraph;
1.55 "subsidiary"		has the meaning given in section 1159 of the Companies Act 2006;
1.56 "transfer"		includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property;
1.57 "Unit"		means a separate unit of property comprised or, once designed and constructed, to be comprised within the Site;

1.58 "Writing"

the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 2 Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.