

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8237347

The Registrar of Companies for England and Wales, hereby certifies that

OPEN HOUSE PROJECT LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 2nd October 2012



N08237347L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 02/10/2012



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*Company Name
in full:* **OPEN HOUSE PROJECT LIMITED**

Company Type: **Private limited by guarantee**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **GREGORY**

Surname: **CARE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **23/10/1946** Nationality: **BRITISH**

Occupation: **DESIGNER**

Consented to Act: **Y** Date authorised: **02/10/2012** Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **SHEILA MARGARET**

Surname: **CARE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **21/01/1947** Nationality: **BRITISH**

Occupation: **NONE**

Consented to Act: **Y** Date authorised: **02/10/2012** Authenticated: **YES**

Company Director **3**

Type: **Person**
Full forename(s): **MOLLIE**

Surname: **CARE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **05/03/1918** *Nationality:* **BRITISH**

Occupation: **NONE**

Consented to Act: **Y** *Date authorised:* **02/10/2012** *Authenticated:* **YES**

Company Director **4**

Type: **Person**
Full forename(s): **LEO LIVINGSTONE**

Surname: **CARE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **09/12/1976** *Nationality:* **BRITISH**

Occupation: **ARCHITECT**

Consented to Act: **Y** *Date authorised:* **02/10/2012** *Authenticated:* **YES**

Company Director **5**

Type: **Person**
Full forename(s): **KATHERINE NICOLA**

Surname: **CARE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **31/03/1978** *Nationality:* **BRITISH**

Occupation: **OPTOMETRIST**

Consented to Act: **Y** *Date authorised:* **02/10/2012** *Authenticated:* **YES**

Company Director **6**

Type: **Person**
Full forename(s): **JODY**

Surname: **HACKWORTHY**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **20/09/1978** *Nationality:* **BRITISH**

Occupation: **POLICE OFFICER**

Consented to Act: **Y** *Date authorised:* **02/10/2012** *Authenticated:* **YES**

Company Director 7

Type: **Person**

Full forename(s): **POLLY JANE**

Surname: **HACKWORTHY**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **11/04/1979**

Nationality: **BRITISH**

Occupation: **TEACHER**

Consented to Act: **Y**

Date authorised: **02/10/2012**

Authenticated: **YES**

Company Director 8

Type: **Person**

Full forename(s): **SHEENA MAY**

Surname: **MELROSE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **GUERNSEY**

Date of Birth: **26/02/1952**

Nationality: **BRITISH**

Occupation: **HEALTH AND SAFETY OFFICER**

Consented to Act: **Y**

Date authorised: **02/10/2012**

Authenticated: **YES**

Company Director 9

Type: **Person**
Full forename(s): KATHERINE MARY

Surname: MELROSE

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: GUERNSEY

Date of Birth: 17/08/1990 *Nationality:* BRITISH

Occupation: STUDENT

Consented to Act: Y *Date authorised:* 02/10/2012 *Authenticated:* YES

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: **GREGORY CARE**

Address: **80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB**

Amount Guaranteed: **£10.00**

Name: **SHEILA MARGARET CARE**

Address: **80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB**

Amount Guaranteed: **£10.00**

Name: **MOLLIE CARE**

Address: **80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB**

Amount Guaranteed: **£10.00**

Name: **LEO LIVINGSTONE CARE**

Address: **80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB**

Amount Guaranteed: **£10.00**

Name: KATHERINE NICOLA CARE

Address: 80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB

Amount Guaranteed: £10.00

Name: JODY HACKWORTHY

Address: 80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB

Amount Guaranteed: £10.00

Name: POLLY JANE HACKWORTHY

Address: 80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB

Amount Guaranteed: £10.00

Name: SHEENA MAY MELROSE

Address: 80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB

Amount Guaranteed: £10.00

Name: KATHERINE MARY MELROSE

Address: 80 SLATE STREET
HEELEY
SHEFFIELD
SOUTH YORKSHIRE
UNITED KINGDOM
S2 3HB

Amount Guaranteed: £10.00

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

COMPANIES ACT 2006

**MEMORANDUM OF ASSOCIATION
OF
Open House Project Limited**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Name of each subscriber	Authentication by each subscriber
Gregory Care	
Katherine Nicola Care	
Leo Livingstone Care	
Mollie Care	
Sheila Margaret Care	
Polly Jane Hackworthy	
Jody Hackworthy	
Katherine Mary Melrose	
Sheena May Melrose	

Dated: 2 October 2012

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF

Open House Project Limited

1. NAME

The name of the Company is Open House Project Limited.

2. LIMITED LIABILITY

The liability of the Members is limited.

3. GUARANTEE

Every Member promises, if the Company is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Company while he or she was a Member.

4. OBJECTS

The Objects are specifically restricted to the following:

- 4.1 to acquire and develop buildings into environmentally and socially sustainable housing and communal facilities for the benefit of the Company's members;
- 4.2 to provide individual dwelling units on a long leasehold basis;
- 4.3 to undertake sensitive maintenance and management of common areas and facilities;
- 4.4 to do such other things as are considered necessary and/or expedient in furtherance of the above.

5. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

- 5.1 To promote or carry out research.
- 5.2 To provide advice.

- 5.3 To publish or distribute information.
- 5.4 To co-operate with other bodies.
- 5.5 To support, administer or set up other companies, including charities.
- 5.6 To raise funds.
- 5.7 To borrow money and give security for loans.
- 5.8 To acquire or hire property of any kind.
- 5.9 To let or dispose of property of any kind.
- 5.10 To make grants or loans of money and to give guarantees.
- 5.11 To set aside funds for special purposes or as reserves against future expenditure.
- 5.12 To deposit or invest in funds in any manner .
- 5.13 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required.
- 5.14 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 5.15 To pay for Indemnity Insurance for the Directors.
- 5.16 Subject to article 11, to employ paid or unpaid agents, staff or advisers.
- 5.17 To enter into contracts to provide services to or on behalf of other bodies.
- 5.18 To establish or acquire subsidiary companies to assist or act as agents for the Company.
- 5.19 To acquire, merge with or enter into any partnership or joint venture arrangement with any other company formed for any of the Objects.
- 5.20 To pay the costs of forming the Company.
- 5.21 To do anything else within the law which promotes or helps to promote the Objects.

6. MEMBERSHIP

- 6.1 The Company must maintain a register of Members.
- 6.2 Subject to Articles 6.3 and 6.4, such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company.
- 6.3 No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors.
- 6.4 Subject to article 6.5, no person shall be admitted as a Member of the Company unless he or she is an individual who is the holder of a Lease or has entered into a legally binding contract to become the holder of a Lease. Where the tenant of a Lease comprises two or more individuals, or the legally binding contract has been entered into by two or more individuals as prospective tenants under a Lease, each such individual may become a Member.
- 6.5 In the event that a person is admitted as a Member of the Company on the basis that he or she has entered into a legally binding contract to become the holder of a Lease, he or she will cease to become a Member if
 - 6.5.1 the relevant contract to take a Lease or an assignment of a Lease is rescinded or otherwise terminated, or
 - 6.5.2 after a period of three years from admittance as Member, if the Member has not by that time become the holder of the Lease.
- 6.6 Notwithstanding the provisions of article 6.4, the subscribers may be Members and Directors prior to being the holder of a Lease or having entered into legally binding contract to become the holders of a Lease. For the purposes of voting and quorum (articles 7.3, 7.5, 9.1 and 9.6) the following subscribers shall be deemed (until such time as they become the holder of a Lease or enter into a legally binding contract to become the holder of a Lease) to be joint holders of a Lease:
 - 6.6.1 Sheena Melrose and Katherine Melrose;
 - 6.6.2 Gregory Care and Sheila Care;
 - 6.6.3 Leo Care and Katherine Care;

- 6.6.4 Jody Hackworthy and Polly Hackworthy.
- 6.7 Any person who is admitted as a Member will be required to become a Director of the Company.
- 6.8 Membership is terminated if the Member concerned:
 - 6.8.1 ceases to be a Director, unless the Directors consent to his continuation as a Member;
 - 6.8.2 gives written notice of resignation to the Company;
 - 6.8.3 dies;
 - 6.8.4 ceases to hold a Lease;
 - 6.8.5 is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company. The Directors may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.
- 6.9 Membership of the Company is not transferable.
- 6.10 The Directors may admit to "associate membership" any persons they see fit and prescribe their respective privileges and duties, but such persons shall not be Members and shall not have any rights to vote at a meeting of the Members. The Directors may permit them to attend and speak at meetings of the Members and/or meetings of the Directors, but they will not have the ability to vote at either.

7. GENERAL MEETINGS

- 7.1 A Members' meeting may be called at any time by the Directors and must be called within 28 clear days of a written request from the Members in accordance with the Companies Acts. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 7.2 Members are entitled to attend meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Directors in which all participants may communicate

with all the other participants. Proxy forms must be delivered to the Company at least 24 hours before the meeting.

- 7.3 There is a quorum at a meeting if the number of Members present in person or by proxy is at least four Members, each of whom is a Member by virtue of holding a different Lease. For the avoidance of doubt, where two or more Members are Members by virtue of holding an interest in the same Lease, only one of them will count for the purposes of calculating whether a quorum is present.
- 7.4 A chairman (being a Member elected by those present) presides at a meeting.
- 7.5 Every Member present in person or by proxy has one vote on each issue, save that where the tenant of a Lease comprises two or more individuals, and as a result those individuals are all Members, those Members shall together have one vote between them on each issue. In the event of a disagreement between two or more such Members, the vote may not be exercised.
- 7.6 Decisions not governed by the Companies Acts shall be made as follows:
 - 7.6.1 first, the Members shall endeavour to arrive at a decision by consensus, by which is meant that all those present and entitled to vote (in person or by proxy) are in agreement with a proposal or agree not to maintain an objection to it;
 - 7.6.2 if consensus cannot be achieved, the question shall be deferred to the next Members' meeting (which may be called specifically for this purpose) at which again a decision by consensus shall be sought;
 - 7.6.3 finally, if no consensus can be achieved the matter shall be put to the vote of all Members of the Company present and eligible to vote (in person or by proxy) and the question shall be decided by a simple majority of votes cast;
 - 7.6.4 in the event of a decision being required to be made urgently due to circumstances outside the Company's control the Members can (by simple majority vote) resolve to suspend procedures 7.6.1 to 7.6.3 and decide the matter by simple majority.

- 7.7 A written resolution is as valid as a resolution actually passed at a meeting, provided it is passed in accordance with part 13, Chapter 2 of the Companies Act 2006. The written resolution may be set out in more than one counterpart.
- 7.8 The Company shall not be required to hold an AGM in any year.
- 7.9 These Articles may not be amended without the prior consent of all the Members.

8. THE DIRECTORS

- 8.1 The Directors shall consist of at least seven individuals, all of whom must be Members.
- 8.2 The subscribers to the Memorandum are the first Directors. All subsequent Members shall be appointed as Directors automatically on their becoming Members.
- 8.3 A Director's term of office automatically terminates if he or she:
- 8.3.1 is prohibited by law from being a director of a company;
 - 8.3.2 is, in the opinion of the other Directors, at any time incapable, whether mentally or physically, of managing his or her own affairs;
 - 8.3.3 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Directors on resuming Membership of the Company);
 - 8.3.4 resigns by written notice to the Directors (but only if at least two Directors will remain in office).
- 8.4 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

9. DIRECTORS' PROCEEDINGS

- 9.1 A quorum at a meeting of the Directors is four Directors, each of whom is a Member and therefore a Director by virtue of his or her holding a different Lease. For the avoidance of doubt, where two or more Members are Members (and therefore Directors) by virtue of holding an

interest in the same Lease, only one of them will count for the purposes of calculating whether a quorum is present.

- 9.2 A meeting of the Directors may be held either in person or by suitable means agreed by the Directors in which all participants may communicate with all the other participants.
- 9.3 A chairman (being a Director chosen by the Directors present) presides at each meeting.
- 9.4 Decisions of the Directors shall be made as follows:
 - 9.4.1 first, the Directors shall endeavour to arrive at a decision by consensus, by which is meant that all those present and entitled to vote are in agreement with a proposal or agree not to maintain an objection to it;
 - 9.4.2 if consensus cannot be achieved, the question shall be deferred to the next Directors' meeting (which may be called specifically for this purpose) at which again a decision by consensus shall be sought;
 - 9.4.3 finally, if no consensus can be achieved the matter shall be put to the vote of those Directors of the Company present and the question shall be decided by a simple majority of votes cast;
 - 9.4.4 in the event of a decision being required to be made urgently due to circumstances outside the Company's control the Directors can (by simple majority vote) resolve to suspend procedures 9.4.1 to 9.4.3 and decide the matter by simple majority.
- 9.5 A written resolution signed by all the Directors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 9.6 Every Director has one vote on each issue, save that where the tenant of a Lease comprises two or more individuals, and as a result those individuals are all Members and Directors, those Directors shall together have one vote between them on each issue. In the event of a disagreement between two or more such Directors, the vote may not be exercised.

- 9.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Company:

- 10.1 To appoint (and remove) any person (who may, or may not, be a Member and who may, or may not, be a Director) to act as Secretary in accordance with the Companies Acts.
- 10.2 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported regularly to the Directors.
- 10.3 To make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.
- 10.4 To make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 10.5 To make regulations consistent with the Articles and the Companies Acts to govern the administration of the Company.
- 10.6 To establish procedures to assist the resolution of disputes or differences within the Company.
- 10.7 To exercise any powers of the Company which are not reserved to a meeting of the Members.

11. BENEFITS TO MEMBERS AND DIRECTORS

- 11.1 The property and funds of the Company must be used for promoting the Objects and:
 - 11.1.1 Members may be paid interest at a reasonable rate on money lent to the Company; and
 - 11.1.2 Members may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company.
- 11.2 A Director must not receive any payment of money or other

Material Benefit (whether directly or indirectly) from the Company except:

- 11.2.1 as mentioned in Articles 5.17 (Indemnity Insurance) and Articles 11.1.1 (interest), 11.1.2 (rent) or 11.3 (contractual payments);
 - 11.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - 11.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - 11.2.4 payment to any company in which a Director has no more than a 1 percent shareholding; and
 - 11.2.5 in exceptional cases, other payments or benefits approved by a three-quarters majority of Directors voting at a meeting of Directors.
- 11.3 A Director or a Connected Person may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit if:
- 11.3.1 the goods or services are actually required by the Company;
 - 11.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in article 11.5.
- 11.4 Whenever a Director has a personal interest in a matter which is to be discussed at a meeting of the Directors or a committee, he or she must comply with the procedure in article 11.5.
- 11.5 Where this article applies, a Director must:
- 11.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 11.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

11.5.3 not be counted in the quorum for that part of the meeting; and

11.5.4 have no vote on the matter and be absent during the vote if so requested by the other Directors.

12. CONFLICTS OF INTEREST

12.1 Directors must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Directors or a committee, a Conflicted Director must comply with the procedure set out in article 11.5.

12.2 Subject to article 11, if a Conflict of Interest matter is proposed to the Directors, the Unconflicted Directors may agree to:

12.2.1 authorise that matter; or

12.2.2 authorise a Conflicted Director to act in their ordinary capacity as a Director and carry out all their duties and powers as a Director in relation to that matter.

12.3 Where the Unconflicted Directors consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Director must comply with the procedure set out in article 11.5.

13. RECORDS AND ACCOUNTS

13.1 The Directors must comply with the requirements of the Companies Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:

13.1.1 annual returns;

13.1.2 annual reports; and

13.1.3 annual statements of account.

13.2 The Directors must keep proper records of:

13.2.1 all proceedings at Member meetings;

13.2.2 all proceedings at meetings of the Directors;

13.2.3 all reports of committees; and

13.2.4 all professional advice obtained.

13.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.

13.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

14. NOTICES

14.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Company.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. or Guernsey shown in the register of Members.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

14.3.2 two clear days after being sent by first class post to that address;

14.3.3 three clear days after being sent by second class or overseas post to that address;

14.3.4 on the date of publication of a newspaper containing the notice; or

14.3.5 on being handed to the Member personally;
or, if earlier,

14.3.6 as soon as the Member acknowledges actual receipt.

14.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15. INTERPRETATION

In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Company;

'the Articles' means the Company's articles of association;

'the Company' means the company governed by the Articles;

'clear day' means 24 hours from midnight following the relevant

event;

'the Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006);

'Conflict of Interest' includes a conflict of interest and duty and a conflict of duties;

'Conflicted Director' means any Director who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors;

'Connected Person' means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director, any Firm of which a Director is a Member, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital;

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'Director' means a director of the Company and 'Directors' means the directors;

'financial year' means the Company's financial year;

'Firm' includes a limited liability partnership and company;

'Indemnity Insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'Lease' means a leasehold interest of a Plot for an initial term of not less than 999 years, granted at a premium without reserving an open market rent;

'Material Benefit' means a benefit which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Company;

'month' means calendar month;

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales;

'the Objects' means the Objects of the Company as defined in article 4;

'Plot' any dwelling forming part of a housing development undertaken by the Company;

'Secretary' means the company secretary of the Company;

'Unconflicted Director' means any Director who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors;

'written' or 'in writing' refers to a legible document on paper including a fax message or in electronic format;

'year' means calendar year.

- 15.1 Expressions defined in the Companies Acts have the same meaning.
- 15.2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.