

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **10708930**

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

**FISHGUARD BAY KEEPERS LODGE LTD**

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 Wales

Given at Companies House, Cardiff, on **4th April 2017**



\* N10708930F \*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **04/04/2017**

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*Company Name in  
full:*

**FISHGUARD BAY KEEPERS LODGE LTD**

*Company Type:*

**Private company limited by guarantee**

*Situation of  
Registered Office:*

**Wales**

*Proposed Registered  
Office Address:*

**C/O THOMAS SIMON LIMITED 62 NEWPORT ROAD  
CARDIFF  
UNITED KINGDOM CF24 0DF**

*Sic Codes:*

**55201**

## *Proposed Officers*

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*Company Director*      *1*

*Type:*                      **Person**

*Full Forename(s):*        **MR MARK ANTONY**

*Surname:*                **WHITEHOUSE**

*Service Address:*        **recorded as Company's registered office**

*Country/State Usually*    **UNITED KINGDOM**

*Resident:*

*Date of Birth:*    **\*\*/09/1974**                      *Nationality:*    **BRITISH**

*Occupation:*    **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Relevant Legal Entity (RLE) details***

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*Company Name:* **CLUB BOUTIQUE LIMITED**

*Service Address:* **BRYNFORD HOUSE, 21 BRYNFORD STREET  
HOLYWELL  
FLINTSHIRE  
WALES  
CH8 7RD**

*Legal Form:* **CORPORATE**

*Governing Law:* **ENGLAND AND WALES**

*Register Location:* **ENGLAND AND WALES**

*Country/State:* **WALES**

*Registration Number:* **09973816**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

## *Statement of Guarantee*

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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:

- payments 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:* **CLUB BOUTIQUE LIMITED**

*Address* **BRYNFORD HOUSE, 21 BRYNFORD STREET  
HOLYWELL  
FLINTSHIRE  
WALES  
CH8 7RD**

*Amount Guaranteed* **£1.00**

## ***Statement of Compliance***

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

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## ***Authorisation***

*Authoriser Designation:*    **subscriber**

*Authenticated*    **YES**

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**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF**

**FISHGUARD BAY KEEPERS LODGE 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.

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Name of each subscriber

Authentication by each subscriber

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Club Boutique Limited

Dated 04 April 2017

**COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**FISHGUARD BAY KEEPERS LODGE LIMITED**

## **INTERPRETATION**

### **1. DEFINED TERMS**

In the articles, unless the context requires otherwise:

**Application for Membership:** an application for Membership in the form prescribed by the Company from time to time.

**Articles:** the company's articles of association as may be amended from time to time.

**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.

**Civil Partner:** a civil partner as defined in the Civil Partnerships Act 2004.

**Companies Acts:** the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company.

**Company Membership Agreement:** the membership agreement entered into between (1) each Ordinary Member; (2) the Founder Member; and (3) the Company.

**Director:** a director (including the Founder Member Director) appointed in accordance with these Articles and entitled to vote on any matter at a meeting of the Directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

**Deed of Adherence:** a deed of adherence to the Company Membership Agreement.

**Document:** includes, unless otherwise specified, any document sent or supplied in Electronic Form.

**Electronic Form:** has the meaning given in section 1168 of the Companies Act 2006.

**Financial Year:** the period commencing on 1 January in any year and ending on 31 December in the same year, or such other annual period as the Founder Member in its discretion may determine.

**Founder Member:** Club Boutique Limited or such other person or company as shall succeed to its membership in the Company in accordance with the provisions of the Company Membership Agreement.

**Founder Member Director:** any director appointed by the Founder Member for the time being pursuant to Article 18.

**Licence Agreement:** the licence under which rights relating to the Lodge have been granted or are to be granted to the Company.

**Lodge:** the Lodge known as Keepers View (Plot 19), located at the Park.

**Member:** a member from time to time of the Company including, where appropriate the Founder Member.

**Membership:** means membership of the Company.

**Model Articles:** the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

**Occupation Rights:** the rights of a Member to occupy and use the Lodge during his Period of Occupation in accordance with the terms of the Company Membership Agreement.

**Ordinary Member:** a Member who is not a Founder Member.

**Ordinary Resolution:** has the meaning given in section 282 of the Companies Act 2006.

**Park:** the land, buildings, grounds and leisure facilities known as Fishguard Bay Resort, Dinas Cross, Newport, Pembrokeshire, SA65 9ET.

**Period of Occupation:** has the meaning set out in the Company Membership Agreement.

**Register of Members:** the register of Members to be maintained by the Founder Member on behalf of the Company.

**Services:** the services to be provided by the Founder Member and referred to in the Company Membership Agreement.

**Special Resolution:** has the meaning given in section 283 of the Companies Act 2006.

**Writing:** means 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.

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 these articles become binding on the Company.

## **2. ADOPTION OF THE MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles. Subject to any such modifications, exclusions or inconsistencies, the Model Articles together with these Articles shall constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Articles 14, 17, 19 to 22 (inclusive) and 36 of the Model Articles shall not apply to the Company.

## **3. LIABILITY OF THE MEMBERS**

Subject to any amounts payable under the Company Membership Agreement, 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 is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member; and
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

#### **4. BUSINESS OF THE COMPANY**

4.1 The Company is established as a non-profit making company with the intention of providing an ownership and administration structure that enables the Members to exercise the Occupation Rights in respect of the Lodge in accordance with these Articles, the Licence Agreement and the Company Membership Agreement.

4.2 The Company shall not:

- (a) subject to Article 4.3 sell, transfer or otherwise dispose of the Lodge; or
- (b) enter into any borrowing or mortgage the Lodge or grant any other security over the Lodge.

4.3 At the expiry of the period of 15 years from 1 January 2018, the Lodge will be sold for the best price reasonably achievable (**Sale**) and the Members hereby appoint the Founder Member to deal with such Sale and distribute the net proceeds of the Sale to the Members in accordance with Article 4.4.

The proceeds of a Sale pursuant to article 4.3 remaining after payment of the Company's liabilities (**Net Proceeds**) shall (to the extent that the Company is lawfully able to do so) be applied in paying to the Ordinary Members a proportion of the Net Proceeds equal to the proportion that the Period of Occupation retained by him bears to the aggregate of all Periods of Occupation held by all Ordinary Members as at the date of Sale. The Founder Member shall not be entitled to a share of the Net Proceeds.

### **DIRECTORS**

#### **5. DIRECTORS' GENERAL AUTHORITY**

Subject to these 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.

#### **6. POWERS OF DIRECTORS**

6.1 Without prejudice to the generality of Article 5, the Directors shall be entitled to exercise the following specific powers:

- (a) to delegate to the Founder Member such of the Company's powers as may be appropriate to enable them to perform the Services and other obligations set out in the Company Membership Agreement or as otherwise agreed from time to time. All the powers of the Company delegated to the Founder Member shall be exercised by the Founder Member and not by the Directors

who shall instead liaise with the Founder Member and monitor the performance of its duties; and

- (b) to do all things reasonably necessary for the smooth running of the Lodge; and
- (c) to enter into all contracts and agreements which they consider reasonably necessary or advisable for the efficient management of the Lodge; and
- (d) to generally supervise the affairs of the Company and ensure that the Founder Member and the Ordinary Members are fulfilling their respective duties and obligations in connection with the Company in accordance with the Articles and the Company Membership Agreement; and
- (e) to ensure effective communication between the Founder Member and the Ordinary Members.

6.2 The Directors, or the Founder Member where the requisite power has been delegated, shall be entitled at any time to cancel, suspend or vary the Occupation Rights or the membership of any Members who shall have failed without good cause to pay any monies due under the Company Membership Agreement or shall have failed to comply with their obligations under these Articles or the Company Membership Agreement. In the event of a Member having its Occupation Rights cancelled or suspended under this Article and the Company Membership Agreement, that Member shall not be entitled to exercise any of its rights under the Articles (including the right to attend and vote at meetings of the Company) but shall continue to be liable for all its obligations under the Articles and the Company Membership Agreement, unless such obligations have been cancelled.

6.3 In the event of any conflict between the provisions of any regulation made by the Directors and the provisions of these Articles, the provisions of these Articles shall prevail and nothing contained in such regulation shall be deemed to constitute an amendment of these Articles.

## **7. DIRECTORS MAY DELEGATE**

7.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions

as they think fit.

7.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

## **DECISION-MAKING BY DIRECTORS**

### **8. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9.

### **9. UNANIMOUS DECISIONS**

- 9.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 9.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

### **10. CALLING A DIRECTORS' MEETING**

- 10.1 Any Director may call a Directors' meeting by giving not less than 21 days notice of the meeting to the Directors.
- 10.2 Notice of any Directors' meeting must indicate:
  - (a) its proposed date and time; and
  - (b) where it is to take place; and
  - (c) brief details of the matters to be discussed at the meeting; and
  - (d) 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.
- 10.3 Notice of a Directors' meeting must be given to each Director in writing.

### **11. PARTICIPATION IN DIRECTORS' MEETINGS**

- 11.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - (a) the meeting has been called and takes place in accordance with these Articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

11.3 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.

## **12. QUORUM FOR DIRECTORS' MEETINGS**

12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, and unless so fixed at any other number shall be one and must include the Founder Member Director for the meeting to be quorate.

## **13. CHAIRING OF DIRECTORS' MEETINGS**

13.1 The Directors must appoint a Director to chair their meetings provided that the Founder Member Director (or a representative of it in the case of a corporate director) shall be the chairman until such time as there is no Founder Member Director.

13.2 The person so appointed for the time being is known as the chairman.

## **14. CASTING VOTE**

14.1 If the numbers of votes for and against a proposal are equal, the chairman has a casting vote.

14.2 Article 14.1 shall not apply if, in accordance with these Articles, the chairman is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **15. CONFLICTS OF INTEREST**

A Director may vote at any meeting of the Directors on any resolution, notwithstanding that it relates to a matter in which it has, directly or indirectly, any kind of interest and if it shall vote on any such resolution, its vote shall be counted.

## **16. RECORDS OF DECISIONS TO BE KEPT**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

## **17. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.



## **APPOINTMENT OF DIRECTORS**

### **18. APPOINTING DIRECTORS**

The first Director shall be the Founder Member Director and the Founder Member may at any time by a memorandum signed by it appoint any person to be a Founder Member Director (up to a maximum of two) and may in the same manner remove any Founder Member Director and appoint another in its place.

### **19. TERMINATION OF DIRECTOR'S APPOINTMENT**

19.1 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 Act 2006 or is prohibited from being a Director by law; or
- (b) a bankruptcy order is made against that person; or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (d) 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 Director and may remain so for more than three months; or
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (f) 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.

## **BECOMING AND CEASING TO BE A MEMBER**

### **20. APPLICATIONS FOR MEMBERSHIP**

20.1 No person (other than the Founder Member) shall become a Member of the Company unless that person:

- (a) has completed and delivered to the Company a signed Application for Membership.
- (b) has entered into and delivered to the Company a signed copy of the Company Membership Agreement or Deed of Adherence and adhered to any conditions set out therein.

### **21. RESIGNATION OF MEMBERSHIP AND SUCCESSION - GENERAL**

No Member shall resign, sell, transfer, assign or otherwise dispose of its membership in the Company except as permitted by the Company Membership Agreement.

## **GENERAL MEETINGS OF MEMBERS**

### **22 ATTENDANCE AT GENERAL MEETINGS**

Only the Founder Member shall be entitled to attend and vote at general meetings of the Company.

### **23 QUORUM FOR GENERAL MEETINGS**

No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum. A quorum shall comprise the Founder Member.

### **24 CHAIRING GENERAL MEETINGS**

24.1 If the Director has appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

24.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the meeting must appoint a member to chair the meeting, and the appointment of the chairman if the meeting must be the first business of the meeting.

24.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

**PROVIDED THAT** the Founder Member (or a representative of it in the case of a corporate member) shall be the chairman.

### **25 ADJOURNMENT**

25.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

25.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) 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.

25.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

25.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) 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 Director, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 25.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- 25.6 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.

## **ADMINISTRATIVE ARRANGEMENTS**

### **26. MEANS OF COMMUNICATION TO BE USED**

Subject to these Articles, anything sent or supplied by or to the Company or the Members 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.

Name of each subscriber	Signature by or on behalf of each subscriber

Dated: \_\_\_\_\_