

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 11717712

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

93 OLDCHURCH (FREEHOLD) COMPANY 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 7th December 2018



* N11717712E *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01

Application to register a company



Received for filing on the: **07/12/2018**

A7KBNBEQ

Company Name in full: **93 OLDCHURCH (FREEHOLD) COMPANY LIMITED**

Company Type: **Private company limited by guarantee**

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

Proposed Registered Office Address: **WEATHERILL HOUSE NEW SOUTH QUARTER
23 WHITESTONE WAY
CROYDON
SURREY
CR0 4WF**

Sic Codes: **98000**

Principal activity description: **Residents property management**

I wish to adopt entirely bespoke model articles.

Proposed Officers

Company Secretary 1

Type: Person

Full Forename(s): MS CORINNE

Surname: TUPLIN

Service Address: PRO-LEAGLE WEATHERILL HOUSE NEW SOUTH QUARTER
23 WHITESTONE WAY
CROYDON
SURREY
ENGLAND CR0 4WF

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

Company Director ***1***

Type: **Person**

Full Forename(s): **MS CORINNE**

Surname: **TUPLIN**

Service Address: **PRO-LEAGLE WEATHERILL HOUSE NEW SOUTH QUARTER
23 WHITESTONE WAY
CROYDON
SURREY
ENGLAND CR0 4WF**

***Country/State Usually
Resident:*** **FRANCE**

Date of Birth: ****/02/1977** ***Nationality:*** **BRITISH**

Occupation: **SOLICITOR**

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

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:

- 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: **CORINNE TUPLIN**

Address **C/O PRO-LEAGLE WEATHERILL HOUSE NEW SOUTH QUARTER
23 WHITESTONE WAY
CROYDON
CR0 4WF**

Amount Guaranteed **1**

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **CORINNE TUPLIN - PRO-LEAGLE**

Agent's Address: **WEATHERILL HOUSE NEW SOUTH QUARTER
23 WHITESTONE WAY
CROYDON
SURREY
CR0 4WF**

Authorisation

Authoriser Designation: **agent**

Authenticated **YES**

THE COMPANIES ACT 2006

MEMORANDUM OF ASSOCIATION

OF

93 OLDCHURCH ROAD (FREEHOLD) COMPANY LIMITED

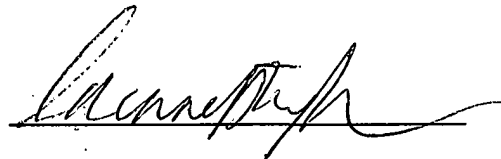
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL

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

CORINNE TUPLIN



Date: 4 December 2018

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

93 OLDCHURCH ROAD (FREEHOLD) COMPANY LIMITED

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL**

**PART 1 INTERPRETATION, NAMES AND OBJECTS OF FREEHOLD COMPANY AND
LIMITATION OF LIABILITY**

Defined terms

1. (1) In the articles, unless the context requires otherwise—
- “**articles**” means the company’s articles of association;
 - “**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;
 - “**chairman**” has the meaning given in article 41;
 - “**chairman of the meeting**” has the meaning given in article 35;
 - “**Companies Acts**” means the Companies Acts as defined in section 2 of the Companies Act 2006 (5), in so far as they apply to the company;
 - “**director**” means a director of the company, and includes any person occupying the position of director, by whatever name called;
 - “**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 (“the 2006 Act”);
 - “**member**” has the meaning given in section 112 of the 2006 Act;
 - “**ordinary resolution**” has the meaning given in section 282 of the 2006 Act;
 - “**the Premises**” means 93 Oldchurch Road Romford Essex RM7 0BD;
 - “**proxy notice**” has the meaning given in article 46;
 - “**registered office**” means the registered office of the Company as registered in England;

“residential unit” means a flat or any other separate set of premises which is constructed or adapted for use for the purposes of a dwelling;

“special resolution” has the meaning given in section 283 of the 2006 Act;

“subsidiary” has the meaning given in section 1159 of the 2006 Act;

“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; and

“1993 Act” means the Leasehold Reform Housing and Urban Development Act 1993 including any statutory modification or re-enactment thereof for the time being in force

“2002 Act” means the Commonhold and Leasehold Reform Act 2002.

- (2) Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006.

NAME AND OBJECTS OF FREEHOLD COMPANY

2. The name of the company is 93 Oldchurch Road (Freehold) Company Limited.
3. The registered office of the company will be situated at Weatherill House New South Quarter 23 Whitestone Way Croydon CR0 4WF.
4. The objects for which the Company is established are:
 - 4.1 to exercise and to take all necessary and appropriate steps for the exercise, in accordance with the Leasehold Reform, Housing and Urban Development Act 1993 or any statutory modification or re-enactment thereof for the time being in force (the 1993 Act), of the right to collective enfranchisement of the property known as 42 Thrale Road Streatham London SW16 1NX including any extension or development thereof or any appurtenance or alteration thereto and any part or parts thereof (including common parts) (the right to collective enfranchisement and the Premises respectively);
 - 4.2 to do all such things as may be authorised or required to be done by a RTE company by and under the 1993 Act or any other enactment;

- 4.3 to acquire, hold, manage and administer the freehold of the Premises and any other estate or interest, right or privilege whatsoever, whether legal or equitable, comprising or comprised in or otherwise connected with or concerning the Premises;
- 4.4 to maintain, repair and improve the Premises, and with the consent of the Company in general meeting, to construct, develop, exchange, let on lease or otherwise, sell, assign, transfer, surrender, turn to account, grant licences, options, rights and privileges in respect of, or otherwise dispose of or deal with all or any part of the Premises;
- 4.5 to exercise the functions of the landlord under a lease of the whole or any part of the Premises with respect to services, repairs, maintenance, improvements, insurance and general management;
- 4.6 to exercise the functions of the landlord under a lease of the whole or any part of the Premises in relation to the grant of approvals to the tenant under such lease, and to deal with any defective leases of the whole or any part of the Premises;
- 4.7 to discharge any other general functions and duties of the landlord under a lease of the whole or any part of the Premises;
- 4.8 to monitor, keep under review, investigate, verify and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation howsoever arising in any way connected with or affecting the Premises or any occupants thereof;
- 4.9 to provide and maintain services and amenities of every description in relation to the Premises, to maintain, repair, renew, redecorate, repaint and clean the Premises, and to cultivate, maintain, landscape and plant any land, gardens and grounds comprised in the Premises;
- 4.10 to enter into contracts with builders, decorators, cleaners, tenants, contractors, gardeners, or any other person, to consult and retain any professional advisers and to employ any staff and managing or other agents and to pay, reward or remunerate in any way any person, firm or company supplying goods or services to the Company;
- 4.11 to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Premises, the management of the Premises, the occupants of the Premises, the Company, any of its activities, or any member thereof;

- 4.12 to commence and pursue or defend or participate in any application to, or other proceeding before, any Court or tribunal of any description;
- 4.13 to insure the Premises or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
- 4.14 to collect in or receive monies on account of rent, service charges, administration charges and other charges in relation to the Premises, whether from tenants under leases of the whole or any part of the Premises or otherwise, and, where required by law to do so, to hold, invest and deal with the same in accordance with the provisions of the Landlord and Tenant Act 1987 or any statutory modification or re-enactment for the time being in force, and any Regulations or Orders made thereunder from time to time;
- 4.15 to establish undertake and execute any trusts which may lawfully be, or which are required by law to be, undertaken by the Company;
- 4.16 with the consent of the Company in general meeting to purchase, acquire or accept any interests, licences, options, rights and privileges in or over any real property other than the Premises, and with such consent, to maintain, repair and improve, construct, develop, exchange, let on lease or otherwise, sell, assign, transfer, surrender, turn to account, grant licences, options, rights and privileges in respect of, or otherwise dispose of or deal with all or any part of such real property;
- 4.17 to acquire or accept any interests, licences, options, rights and privileges in or over any personal property, and to sell, assign, transfer, exchange, surrender, turn to account, grant licences, options, rights and privileges in respect of, or otherwise dispose of or deal with all or any part of such personal property;
- 4.18 with the consent of the Company in general meeting, to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company;
- 4.19 with the consent of the Company in general meeting, to promote any other company, and to acquire and hold all or any part of the share or loan capital or other securities of any other company;

- 4.20 with the consent of the Company in general meeting, to acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which may be advantageously combined with or which may complement any activity of the Company, or of any person or company possessed of property suitable for any purpose of the Company;
- 4.21 with the consent of the Company in general meeting, to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Company, whether in relation to the Premises or any other property;
- 4.22 with the consent of the Company in general meeting, to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Company is authorised to amalgamate;
- 4.23 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and, if and in so far as permitted by any enactment or agreement with them, to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit;
- 4.24 to invest any money of the Company in the United Kingdom by depositing the same at interest with the Bank of England, or by depositing the same in the United Kingdom at interest with a person carrying on in the United Kingdom a deposit-taking business within the meaning of the Banking Act 1987, or by depositing the same at interest with, or investing in shares in, a building society within the meaning of the Building Societies Act 1986; or to invest the same in such other manner as the Company in general meeting may authorise from time to time, and to hold, sell or otherwise dispose of any such investments;
- 4.25 with the consent of the Company in general meeting, to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyship of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, body of persons, firm or company;

- 4.26 with the consent of the Company in general meeting, to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Premises or the Company's other property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 4.27 to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, debentures, and other negotiable or transferable instruments;
- 4.28 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
- 4.29 with the consent of the Company in general meeting, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants;
- 4.30 to monitor and determine for the purpose of voting or for any other purpose the physical dimensions of the Premises and any part or parts thereof and to take or obtain any appropriate measurements;
- 4.31 to enter into any agreements or arrangements with any government or authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions;
- 4.32 to do all things specified for the time being in the articles of association of the Company;

4.33 to do or procure or arrange for the doing of all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

4.34 to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the Company's objects or any of them;

AND SO THAT

4.35 none of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company; and

4.36 none of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

5. The income of the company, from wherever derived, shall be applied solely in promoting the company's objects, and, save on a winding up of the company, no distribution shall be made to its members in cash or otherwise.

LIMITATION OF LIABILITY

Liability of members

6. 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,
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

7. 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.

Members' reserve power

8.
 - (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
 - (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

9.
 - (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the 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; and
 - (e) on such terms and conditions;as they think fit.
 - (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.
 - (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

10.
 - (1) Committees to which the directors delegate any of their powers must follow procedures which are based, so far as they are applicable, on those provisions of the articles which govern the taking of decisions by directors.

Directors' expenses

11. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

Directors' power to commence a Residents Association

12. The Directors shall have the power to commence a Residents' Association to take responsibility for management and maintenance of the premises, including the obtaining of Buildings' Insurance, if they so choose.

PART 3 BECOMING AND CEASING TO BE A MEMBER

Methods of appointing directors

13. (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
- (a) by ordinary resolution, or
 - (b) by a decision of the directors.
- (2) In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
14. No person shall be admitted to membership of the Company at any time unless that person, whether alone or jointly with others—
- 14.1 Is or was entitled to be a member of the Company as provided by Section 4B of the 1993 Act; or

14.2 Is entitled to be a member in accordance with any resolution; and subject to such terms and conditions as may be specified, by the Company in general meeting from time to time;

and persons who are jointly so entitled shall be regarded as jointly being a member of the Company

15. A Director who sells his/her/their Residential Unit together with share of the freehold shall be removed as Director(s) and replaced with the new owner(s) of the Residential Unit.

16. Every person who is entitled to be, and who wishes to become a member of the Company, shall deliver to the Company an application for membership executed by him in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

To the Board of [name of Company]

I, [name]

of [address]

wish to become a member of [name of Company] subject to the provisions of the Memorandum and Articles of Association of the Company and to any Rules made under those Articles. I agree to pay to the Company an amount of up to £1 if the Company is wound up while I am a member or for up to 12 months after I have ceased to be a member.

Signed

Dated

and the directors shall, upon being satisfied as to such persons entitlement to membership, register such person as a member of the Company.

17. Any member who from time to time fulfils the conditions in section 4B(4) to (6) of the 1993 Act shall be a participating member of the Company. The directors shall maintain a register of the participating members of the Company, which register shall also include the prescribed particulars of their participation notices.

18. A member who is not a participating member may withdraw from the Company and thereby cease to be a member by giving at least seven clear days notice in writing to the Company at any time. A member who is a participating member may withdraw from the Company and thereby cease to be a member by giving at least seven clear days notice in writing to the Company, provided that any such notice shall not be effective if given in the period between the giving by the Company of an initial notice under section 13 of the 1993 Act and (i) the execution of a relevant conveyance to the Company, (ii) the giving of a notice of withdrawal under section 28 of the 1993 Act, (iii) the time at which the initial notice is deemed to have been withdrawn under section 29 of the 1993 Act, or (iv) the time at which the initial notice otherwise ceases to have effect.
19. At any time before execution of a relevant conveyance, only participating members shall be entitled to vote upon any resolution at a general meeting of the Company which in any way relates to the manner in which, or terms upon which, the Company claims to exercise, or may withdraw its claim to exercise, the right to collective enfranchisement of the Premises.
20. Subject to the foregoing and to any other the provisions of these articles or of the 1993 Act to the contrary, members who are participating members and those who are not participating members shall have equal rights and obligations under the Company's Memorandum of Association and under these articles.
21. On the execution of a relevant conveyance, and in accordance with such section, any members who are not participating members of the Company shall cease to be a member of the Company with immediate effect.
22. If a member dies or becomes bankrupt, his personal representatives or trustee in bankruptcy will be entitled to be registered as a member upon notice in writing to the Company.
23. Membership of the Company shall not be transferable.

Alternate Directors

24. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
25. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his service as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless he has given to the Company an address to which notices may be sent using electronic communications.
26. An alternate director shall cease to be an alternate director if his appointor ceases to be a director. If a director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
27. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
28. Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

Disqualification and Removal of Directors

29. 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 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;

(c) 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;

(d) 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.

PART 4 DECISION-MAKING

ORGANISATION OF GENERAL MEETINGS

Attendance and speaking at general meetings

30. (1) A person is able to exercise the right to speak at a general meeting when that person 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.
- (2) A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) 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.
- (5) 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.

Attendance and speaking by directors and non-members

31. (1) Directors may attend and speak at general meetings, whether or not they are members.
- (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.

Quorum for general meetings

32. (1) No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- (2) The quorum for the meeting shall be 20 per cent of the members of the company entitled to vote upon the business to be transacted, or two members of the company so entitled (whichever is the greater) present in person or by proxy.

Chairing general meetings

33. (1) If the directors have appointed a chairman, the chairman shall act as chairman of general meetings if present and willing to do so.
- (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—
- (a) the directors present, or
- (b) (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

34. (1) The general rule about decision-making by directors is that any decision of the directors must be a majority decision on the basis of one vote per flat
- (2) If
- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

Unanimous decisions

35. (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.
- (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.
- (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.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

36. (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate—
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) 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.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in directors' meetings

37. (1) Subject to the 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 the 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.
- (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.
- (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.

Quorum for directors' meetings

38. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.
- (3) 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—
- (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors.

Chairing of directors' meetings

39. (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

Casting vote

40. (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

41. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when—
- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes—
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

- (6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- (7) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

Records of decisions to be kept

- 42. 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.

Directors' discretion to make further rules

- 43. 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.

Errors and disputes

- 44. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting whose decision is final.

Poll votes

- 45. (1) A poll on a resolution may be demanded—
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) 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.

- (2) A poll may be demanded by—
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) 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.
- (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

- 46. (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 and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (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, and
 - (b) 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.

Delivery of proxy notices

47. (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.
- (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.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

48. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- (a) 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 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5 ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

49. (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 Acts provides for documents or information which are authorised or required by any provision of those Acts to be sent or supplied by or to the company.
- (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.
- (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 a specified time of their being sent, and for the specified time to be less than 48 hours.

Company seals

50. (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

Secretary

51. A Company Secretary may be appointed by the directors for such terms, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them

Minutes

52. The directors shall cause minutes to be made in books keep for this purpose of all proceedings at meetings of the Company, of members and of the directors and of committees of directions, including the names of the directors present at each such meeting.

Inspection and copying of accounts and other records

53. (1) In addition to, and without derogation from, any right conferred by statute, any member shall have the right, on reasonable notice, at such time and place as shall be convenient to the company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the company, upon payment of any reasonable charge for copying. Such rights shall be subject to any resolution of the company in general meeting.
- (2) In the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material, the disclosure of which would be contrary to the interests of the company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the member), and to any other reasonable conditions that the directors may impose.

Winding Up

54. If the company is wound up, the liquidator may, with the sanction of a resolution of the company and any other sanction required by the Companies Acts, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

Provision for employees on cessation of business

55. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

Notices

56. Any notice to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the directors need not be in writing or given using electronic communications if there is insufficient time to give such notice having regard to the urgency of the business to be conducted thereat.
57. The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent by electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

58. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
59. Proof that an envelope containing a notice was properly addressed, prepaid and posted by first class post shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
60. A notice sent by first class post shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. A notice contained in an electronic communication sent by email or facsimile transmission shall be deemed to be given at the expiration of 48 hours after the time it was sent.

PART 6 DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

61. (1) Subject to paragraph (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),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (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.
- (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.

Insurance

62. (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.
- (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.

RULES OR BYE LAWS

63. The directors may from time to time make such rules or bye-laws, being not inconsistent with the Memorandum and the articles of the Company, as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the foregoing they may by such rules or bye-laws regulate:
- 63.1 the conduct of the members of the Company in relation to one another and to the Company and the Company's servants;
- 63.2 the setting aside of the whole or parts of the Premises at any particular time or times for a particular purpose or purposes;
- 63.3 the procedure at general meetings and meetings of the directors and committees of the directors of the Company insofar as such procedure is not regulated by these articles;
- 63.4 generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to property of a similar nature and type to the Premises.

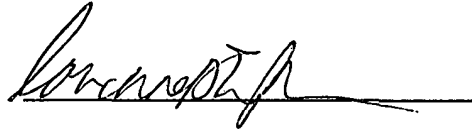
64. The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of the members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company.

Each subscriber to this articles of association wishes to form a company under the Companies Act 2006 and agrees to become a director of the company.

Name of each subscriber

Authentication by each subscriber

CORINNE TUPLIN



Date:

4 December 2018