

FILE COPY



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

Company Number **12099883**

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

**THE GREEN (FREMINGTON) 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 **12th July 2019**



\* N12099883R \*



**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: **11/07/2019**

X89I8J2B

*Company Name in full:* **THE GREEN (FREMINGTON) LIMITED**

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

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

*Proposed Registered Office Address:* **UNIT 8 KINGSWOOD COURT  
SOUTH BRENT  
DEVON  
UNITED KINGDOM TQ1 9YS**

*Sic Codes:* **98000**

*I wish to entirely adopt the following model articles:*

**Private (Ltd by Guarantee)**

## ***Proposed Officers***

---

### ***Company Director***      ***1***

***Type:***                      **Person**

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

***Surname:***                **COLLEDGE**

***Former Names:***

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

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

***Date of Birth:***    **\*\*/09/1965**                      ***Nationality:***    **BRITISH**

***Occupation:***    **COMPANY  
DIRECTOR**

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

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

---

---

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

---

**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**

---

## ***Individual Person with Significant Control details***

---

***Names:*** **MR PATRICK MARK COLLEDGE**

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

***Date of Birth:*** **\*\*/09/1965** ***Nationality:*** **BRITISH**

***Service address recorded as Company's registered office***

***The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.***

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

## ***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:***                      **PATRICK COLLEDGE**

***Address***                    **UNIT 8 KINGSWOOD COURT**  
**SOUTH BRENT**  
**DEVON**  
**UNITED KINGDOM**  
**TQ1 9YS**

***Amount Guaranteed***    **1**

## ***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 SHARE CAPITAL

## Memorandum of association of THE GREEN (FREMINGTON) 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
Patrick Colledge	Authenticated Electronically

Dated: 11/07/2019

**THE COMPANIES ACT 2006**  
**COMPANY NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**  
**OF**

**The Green (Fremington) 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*

---

Patrick Mark Colledge



---

Dated: 17<sup>th</sup> June 2019.

2019

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION OF THE GREEN (FREMINGTON) LIMITED

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

PART I

*INTERPRETATION, NAME, REGISTERED OFFICE, DISTRIBUTIONS AND LIMITATION OF LIABILITY*

**I. Defined terms**

**(1) In the articles, unless the context requires otherwise:**

“Adjoining Plot” means the land on the north side of 22 Yelland Road, Fremington, Barnstaple comprised in Land Registry title number DN708941;

“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 15;

“chairman of the meeting” has the meaning given in article 28;

“Companies Acts” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the company;

“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”);

“Estate” means the freehold land lying to the north west of Yelland Road, Fremington, Barnstaple as comprised in Land Registry title number DN672896;

“Estate Rentcharge” has the meaning given to it in the Transfer or in the case of the Adjoining Plot the Rentcharge Deed;

“Founder” means Patrick Mark Colledge;

“Freeholder” means the owner or owners of the freehold interest in the Estate;

“Houses” means the freehold dwellings comprised in the Estate and the Adjoining Plot;

“House Owners” means the owners for the time being of the Houses;

“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;

“participate” in relation to a directors’ meeting, has the meaning given in article 13;

“proxy notice” has the meaning given in article 34;

“Rentcharge Deed” means the deed imposing an estate rentcharge on the Adjoining Plot;

“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;

“Transfer” means the transfer of the Houses to the first House Owners other than the Adjoining Plot; and

“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.

- (2) 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.
- (3) The model articles contained in the Schedules of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the company.

## **2. Name**

The name of the company is: The Green (Fremington) Limited.

## **3. Registered Office**

The registered office of the company will be situated at such address as the directors may resolve from time to time.

## **4. No distributions**

Save on a winding up of the company, no distribution shall be made to its members in cash or otherwise.

## **5. Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he 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*

##### **6. Directors' general authority**

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

##### **7. Members' reserve power**

- (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.

##### **8. Directors may delegate**

- (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.

##### **9. Committees**

- (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.

#### *DECISION-MAKING BY DIRECTORS*

## **10. Directors to take decisions collectively**

- (1) 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 11.
- (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.

## **11. Unanimous decisions**

- (1) A decision of the directors is taken in accordance with this article when it takes the form of a resolution in writing, copies of which have been signed by each eligible director.
- (2) 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.
- (3) 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.

## **12. Calling a directors' meeting**

- (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.

## **13. Participation in directors' meetings**

- (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.

#### **14. Quorum for directors' meetings**

- (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 and unless otherwise fixed it is two save that if there is at any time only one director then that director shall constitute a quorum.
- (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.

#### **15. Chairing of directors' meetings**

- (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.

#### **16. Casting vote**

- (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting does not have 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.

#### **17. Conflicts of interest**

- (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.

**18. 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.

**19. 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*

**20. Methods of appointing directors**

- (1) Any member of the company 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.
- (4) The first director shall be Patrick Mark Colledge.

**21. Termination of director's appointment**

- (1) The company may by ordinary resolution remove any director at any time.
- (2) A person ceases to be a director as soon as:
  - (a) that person ceases to be a member of the Company;
  - (b) 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;
  - (c) a bankruptcy order or receiving order is made against that person;
  - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (e) 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;

- (f) 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;
- (g) 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.

## **22. Directors' remuneration**

Except with the consent of the company in general meeting, the directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors, and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

## **23. Directors' expenses**

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.

## **PART 3**

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

## **24. Membership**

- (1) No person shall be admitted to the membership of the Company other than:

- (a) the Founder;
- (b) such other persons not exceeding two in number at any one time as are nominated from time to time in writing by the Freeholder; and
- (c) the House Owners

and the provisions of this paragraph (1) of article 24 shall not be deleted or amended other than with the prior written consent of all of the members of the Company.

- (2) Every House Owner 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 to the following form as circumstances allow or in any other form which is usual or which the directors may approve):

To the Board of The Green (Fremington) Limited Limited (the "Company"), I [name] am a House Owner of [address] and wish to become a member of the Company

subject to the provisions of its Articles of Association and to any rules made under those Articles. I agree to pay 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 an House Owner's application and entitlement to membership, register such person as a member of the company.

- (3) The Founder, the person or persons not exceeding two in number at any one time as are from time to time nominated in writing by the Freeholder and all House Owners who apply in writing for membership shall be members of the Company provided always that no House Owner shall (unless the directors otherwise determine) be admitted to membership until all the Houses comprised in the Estate have been sold to House Owners provided further that the Freeholder shall not be entitled to make any nomination as aforesaid once all the House Owners have been admitted to membership.
- (4) Where two or more persons jointly are the House Owners of one House they shall together constitute one member and the person whose name first appears in the Register of Members of the Company shall (unless the persons notify the directors in writing at or before a general meeting of the Company otherwise) exercise the voting and other powers vested in such member save that both or all such persons shall be entitled to speak at a general meeting. Any such notice shall remain in force until another such notice is given.
- (5) Where a body corporate is a member it may at any time by notice in writing to the secretary or directors nominate a person to exercise the voting and other powers vested in such member. Any such notice shall remain in force until another such notice is given.
- (6) The Trustee in Bankruptcy of any bankrupt member or the personal representative of any deceased member who was a member by virtue of being a House Owner shall be entitled to become a member on written application in place of the bankrupt or deceased member if at the time of his application for membership he is a House Owner (and the provisions of paragraph (2) shall apply to any such application with such reasonable modifications as the directors deem necessary).
- (7) Where a member dies or becomes bankrupt his estate shall remain liable under the articles until a successor in title to the member's House is registered as a member.
- (8) A chargee in possession of a House shall be entitled on written application to become a member in place of the House Owner (and the provisions of paragraph (2) shall apply to any such application with such reasonable modifications as the directors deem necessary).
- (9) Where a person owns more than one House he shall (where the context so admits) be treated as several members, one in respect of each House.
- (10) Membership of the company shall not be transferable.

## **25. Ceasing to be a member**

- (1) The Founder and the person or persons not exceeding two in number at any one time as are from time to time nominated in writing by the Freeholder shall cease to be

members as soon as all the Houses comprised in the Estate have been sold to House Owners and the House Owners of all the Houses comprised in the Estate have become members save that the Founder or any nominee shall remain a member as long as he is a House Owner.

- (2) A member who is a member by virtue of being a House Owner shall cease to be a member on ceasing to be a House Owner or on a chargee in possession of his House applying to be a member.
- (3) A member (or joint member) shall cease to be a member if he dies or becomes bankrupt, his personal representatives or trustee in bankruptcy will be entitled to be registered as a member (or joint member as the case may be) upon notice in writing to the company.

## PART 4

### *DECISION-MAKING BY MEMBERS*

#### *ORGANISATION OF GENERAL MEETINGS*

#### **26. Attendance and speaking at general meetings**

- (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.

#### **27. Quorum for general meetings**

- (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 as set out at article 27 paragraph (2).
- (2) The quorum for the meeting shall be two members of the company entitled to vote upon the business to be transacted present in person or by proxy.

## **28. Chairing general meetings**

- (1) If the directors have appointed a chairman, the chairman shall chair 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”.
- (4) In the case of an equality of votes whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote

## **29. Attendance and speaking by directors and non-members**

- (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.

## **30. Adjournment**

- (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.
- (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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (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 directors, and

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

### *VOTING AT GENERAL MEETINGS*

#### **31. Voting: general**

- (1) Subject to the provisions of article 24 and as hereinafter provided every member present in person or by proxy shall have one vote.
- (2) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- (3) A vote given in accordance with the terms of a proxy notice shall be valid notwithstanding the previous death of the principal or revocation of the proxy provided that no intimation in writing of such death or revocation shall have been sent to or supplied to the company in accordance with the provisions of article 37 before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **32. Errors and disputes**

- (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.

#### **33. Poll votes**

- (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.

#### **34. Content of proxy notices**

- (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.

#### **35. Delivery of proxy notices**

- (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.

### **36. Amendments to resolutions**

- (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**

#### **37. Means of communication to be used**

- (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.

**38. Company seals**

- (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.

**39. Inspection and copying of accounts and other records**

- (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.
- (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, the member's right referred to in paragraph (1) is subject to the exclusion or excision of such confidential material by the directors (the fact of such exclusion or excision being disclosed to the member), and to any other reasonable conditions that the directors may impose.

**40. Provision for employees on cessation of business**

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.

**PART 6**

***DIRECTORS' INDEMNITY AND INSURANCE***

**41. Indemnity**

- (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.

#### **42. Insurance**

- (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.

### **PART 7**

#### **SUBSCRIPTIONS**

#### **43. Subscriptions**

- (1) Each of the House Owners shall from time to time and whenever called upon to do so pay to the company a share (in the proportion he is required to make payments by the terms of the Estate Rentcharge) of the net amount of all costs and expenses (including any reasonable reserve) incurred or to be incurred by the company,

whether in relation to the management and running of the company, or in relation to the Estate, or howsoever otherwise.

- (2) The directors shall from time to time determine the said net amount of all such costs and expenses referred to in paragraph (1) of this article 43