

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 12201903

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

HINXHILL PARK (ASHFORD) MANAGEMENT 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 **11th September 2019**



* N122019035 *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **11/09/2019**

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<i>Company Name in full:</i>	HINXHILL PARK (ASHFORD) MANAGEMENT COMPANY LIMITED
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	C/O 30 TOWER VIEW KINGS HILL WEST MALLING KENT UNITED KINGDOM ME19 4UY
<i>Sic Codes:</i>	68320

Proposed Officers

Company Director ***1***

Type: **Person**

Full Forename(s): **MR LEE**

Surname: **MACKAY**

Service Address: **30 TOWER VIEW KINGS HILL
WEST MALLING
KENT
ME19 4UY**

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

Date of Birth: ****/02/1979** ***Nationality:*** **BRITISH**

Occupation: **FINANCE
DIRECTOR**

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

Company Director **2**

Type: **Person**

Full Forename(s): **MR CHRISTOPHER**

Surname: **MOORE**

Service Address: **30 TOWER VIEW KINGS HILL
WEST MALLING
KENT
ME19 4UY**

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

Date of Birth: ****/06/1973** ***Nationality:*** **BRITISH**

Occupation: **MANAGING
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 CHRISTOPHER MOORE

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/06/1973 ***Nationality:*** BRITISH

Service Address: 30 TOWER VIEW KINGS HILL
WEST MALLING
KENT
ME19 4UY

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>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.

Individual Person with Significant Control details

Names: MR LEE MACKAY

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/02/1979 ***Nationality:*** BRITISH

Service Address:
30 TOWER VIEW KINGS HILL
WEST MALLING
KENT
ME19 4UY

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<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in 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: **LEE MACKAY**

Address **30 TOWER VIEW KINGS HILL
WEST MALLING
KENT
ME19 4UY**

Amount Guaranteed **GBP1**

Name: **CHRISTOPHER MOORE**

Address **30 TOWER VIEW KINGS HILL
WEST MALLING
KENT
ME19 4UY**

Amount Guaranteed **GBP1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Hinxhill Park (Ashford) Management Company 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
Mr Christopher Moore	Mr Christopher Moore
Mr Lee Mackay	Mr Lee Mackay

Dated 11/9/2019

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

HINXHILL PARK (ASHFORD) MANAGEMENT COMPANY LIMITED
(the "Company")

1 PRELIMINARY

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "**Model Articles**") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the articles of association of the Company.
- 1.2 Model Articles 3, 9(2), 11(1), 14, 17(1), 18(d) and (e), 21, 22(1), 22(2), 30(4) and 36 do not apply to the Company.

2 DEFINED TERMS AND INTERPRETATION

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:

"Act"	the Companies Act 2006;
"appointor"	has the meaning given in Article 11.1;
"Directors"	the directors of the Company from time to time;
"Estate"	the property comprising land on the north east side of Hythe Road, Willesborough, Ashford registered at HM Land Registry with Title Number TT85202;
"Founder"	the member who is the subscriber to the memorandum of association and any subsequent member who became a member as a result of having been nominated under Article 12.2;
"Dwelling"	any one of the freehold or leasehold residential dwellings or parcels of land situated within the Estate;
"Dwellingholder"	the person or persons who hold(s) the freehold or leasehold of a Dwelling and so that whenever two or more persons are for the time being Dwellingholders of a Dwelling they shall for all purposes of these Articles be deemed to constitute one Dwellingholder;
"secretary"	means the secretary of the Company, if any, appointed in accordance with Article 10 or any other person appointed to

perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"working day" a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England and Wales.

2.2 In these Articles, a reference to:

- (a) these **"Articles"** is to these articles of association (including the provisions of the Model Articles incorporated therein), and a reference to an Article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act;
- (b) a **"subsidiary"** shall include a reference to a **"subsidiary"** and a **"subsidiary undertaking"** (each as defined in the Act) and a reference to a **"holding company"** shall include a reference to a **"holding company"** and a **"parent undertaking"** (each as defined in the Act);
- (c) a particular law or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, replacement or re-enactment from time to time before or after the date of these Articles and includes any subordinate legislation for the time being in force made under it before or after the date of these Articles and any statute, statutory provision or subordinate legislation that it amends or re-enacts;
- (d) a document or agreement or any provision of a document or agreement (including these Articles) includes a reference to that document or agreement (or provision of that document or agreement) as in force for the time being and as amended from time to time in accordance with its terms;
- (e) an **"amendment"** includes references to a novation, re-enactment, supplement or variation (and **"amended"** shall be construed accordingly);
- (f) a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (g) a **"company"** (other than the Company) shall include a reference to any company, corporation or other body corporate, wherever and however incorporated or established; and
- (h) a **"person"** includes a reference to any individual, firm, partnership, unincorporated body or association, body corporate, government, state, agency of state or any undertaking, whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists.

2.3 In these Articles, words importing the singular include the plural and vice versa and words importing a gender include every gender. Any phrase introduced by the terms **"including"**, **"in particular"** or other similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

- 2.4 The headings used in these Articles are for convenience only and do not affect their interpretation.

3 OBJECTS

- 3.1 The Company's objects are:

- (a) to repair, maintain, inspect and as necessary reinstate or renew common areas, gardens, soft landscaped parts of the Estate, grassed areas, flower beds, shrubs, trees, public art installations, boundary walls, hedges or fences or the like, benches, seats, garden ornaments, sheds or the like, roads, road entrance pillars, walls and gates, Estate signs, street lighting, refuse collection points and their structures, access ways, footpaths, parking areas, drains, sewers, pumping stations, water storage facilities, watercourses, swales, lighting, security, and any other communal facilities, structures, buildings, or associated facilities or other thing used in common by the occupiers of the Dwellings at the Estate;
- (b) to provide services of every description in relation to the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- (c) to insure against any risks for which the Company may be liable and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against; and
- (d) 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 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 and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

- 3.2 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.

4 DIRECTORS' AUTHORITY

The Directors have control over the affairs and property of the Company and are responsible for management of the Company's business. The Directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.1.

5 PROCEEDINGS OF DIRECTORS

- 5.1 Unless otherwise determined by members by ordinary resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 5.2 Subject to Article 5.3, notwithstanding the fact that a proposed decision of the Directors concerns or relates to any matter in which a Director has, or may have,

directly or indirectly, any kind of interest whatsoever, that Director may participate in the decision-making process for both quorum and voting purposes.

- 5.3 If the Directors propose to exercise their power under section 175(4)(b) of the Act to authorise a Director's conflict of interest, the Director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 5.4 Subject to the provisions of the Act, and provided that (if required to do so by the said Act) he has declared to the Directors the nature and extent of any direct or indirect interest of his, a Director, notwithstanding his office:
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - (c) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (d) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.
- 5.5 A Director appointed pursuant to Article 8.1 may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in, the Founder who appointed him (or any company which is for the time being a subsidiary or holding company of that Founder or another subsidiary of such holding company) and no authorisation by the Directors or by the Company in general meeting shall be necessary in respect of such interest.
- 5.6 Any Director appointed pursuant to Article 8.1 shall be entitled from time to time to disclose to the Founder who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.
- 5.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 5.8 If and for so long as any Director who has been appointed pursuant to Article 8.1, remains in office on each vote on a resolution at meeting of the Directors (or any committee of Directors), every Director so appointed (present either in person or by a duly appointed alternate) shall be entitled to cast one vote and no other Directors shall be entitled to a vote on any such resolution nor shall the chairman have a casting vote. Model Articles 7 and 13 shall be modified and read accordingly.

6 UNANIMOUS DECISIONS

Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

7 QUORUM FOR DIRECTORS' MEETINGS

7.1 No business shall be transacted at any meeting of the Directors unless the requisite quorum is present at the commencement of the business and also when such business is voted upon.

7.2 Subject to Article 7.3, the quorum for a meeting of the Directors shall be two.

7.3 For such time as a Founder has appointed a Director pursuant to Article 8.1, there shall not be a quorum unless at least one Director appointed by such Founder is present (either in person or by a duly appointed alternate) at the meeting. If only one Director has been appointed pursuant to Article 8.1, such Director (present either in person or by a duly appointed alternate) shall be a quorum for any meeting of the Directors. Model Article 11(2) shall be modified and read accordingly.

8 APPOINTMENT OF DIRECTORS

8.1 If and for so long as a Founder is a member, such Founder shall have the right, exercisable from time to time and on more than one occasion, to appoint three persons to be Directors and, from time to time and on more than one occasion, to remove any such person appointed by it. Any person deemed to have been appointed as the first Directors on incorporation pursuant to Section 16(6) of the Act shall be deemed to have been appointed by the Founder pursuant to this article.

8.2 Any appointment or removal pursuant to Article 8.1 above shall be made by notice in writing to the Company. Such notice must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

8.3 Subject to section 168 of the Act, on any resolution to remove a Director appointed pursuant to Article 8.1 the Founder who appointed that Director shall be entitled to cast one vote more than 50 per cent of all the other votes exercisable in relation to such resolution and if any such Director is removed pursuant to section 168 of the Act (or otherwise) that Founder may reappoint him or any other person as a Director.

8.4 Save for persons who are deemed to have been appointed as the first Directors on incorporation pursuant to section 16(6) of the Act, any person appointed by such first Directors and any person appointed pursuant to Article 8.1 above, no person who is not a member of the Company is eligible to hold office as a Director.

8.5 For so long as the Founder is a member, only those directors appointed pursuant to Article 8.1 are entitled to act as a Director of the Company.

8.6 Following the cessation of the Founder as a member of the Company in accordance with Article 12.3, 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

9 TERMINATION OF DIRECTOR'S APPOINTMENT

In addition to the events terminating a Director's appointment set out in Model Articles 18(a) to (c) inclusive and (f), a person ceases to be a Director as soon as:

- (a) that person is, or may be suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
- (b) that person has for more than six consecutive months been absent without permission of the Directors from meetings of Directors held during that period and the Directors make a decision to vacate that person's office;
- (c) the Founder who appointed him ceases to be a member; or
- (d) he ceases to be a member.

10 SECRETARY

The Directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the Directors may be removed by them.

11 ALTERNATE DIRECTORS

- 11.1 Any Director (the "**appointor**") may appoint as an alternate any other Director, or any other member approved by a decision of the Directors, to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities, in relation to the taking of decisions by the Directors in the absence of the alternate's appointor.

- 11.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors. The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.

- 11.3 An alternate director has the same rights to participate in any Directors' meeting or decision of the Directors reached in accordance with Model Article 8, as the alternate's appointor.

11.4 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts or omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors.

11.5 A person who is an alternate director but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
- (b) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one Director for such purposes.

11.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.

11.7 Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors".

11.8 An alternate director's appointment as an alternate terminates:

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as a Director;
- (c) on the death of his appointor;
- (d) when his appointor's appointment as a Director terminates; or when he ceases to be a member.

12 MEMBERSHIP

12.1 Save as otherwise provided in this Article 12, no persons other than Dwellingholders may be registered as members of the Company.

12.2 The Founder shall be a member of the Company and shall remain as a member until its membership is terminated in accordance with Article 12.3 below. The Founder may nominate any person to succeed him as a member of the Company and any person so nominated (other than a Dwellingholder) shall have the same power to nominate a person to succeed him as if he had been a Founder.

- 12.3 A Founder shall, if not itself a Dwellingholder, cease to be a member as soon as the Company receives written notice from such Founder stating that it is withdrawing from membership of the Company, such withdrawal to take effect of the date that is seven days after the date of such written notice.
- 12.4 Every Dwellingholder shall, on taking a transfer of the freehold interest in a Dwelling, automatically become a member of the Company and shall be registered as such. If two or more persons together constitute one Dwellingholder, the first such person named as the transferee in the transfer deed shall become a member and shall be entitled to be registered as such. No other persons constituting the Dwellingholder shall be entitled to registration as members.
- 12.5 The Directors shall, upon being notified of the name and address of the relevant Dwellingholder, register such person as a member of the Company.
- 12.6 Every Dwellingholder agrees to pay the Company an amount of up to £1 if the Company is wound up while that person is a member or for up to 12 months after that person has ceased to be a member.
- 12.7 Save as otherwise provided in this Article 12, membership of the Company shall not be transferable.
- 12.8 A member who at any time fails to satisfy the requirements for membership set out in Article 12.1 shall cease to be a member of the Company with immediate effect.
- 12.9 A mortgagee in possession is entitled to be registered as a member in place of a Dwellingholder on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that Dwellingholder's Dwelling and an official copy of the Charges Register of Title to the Dwelling showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the Dwellingholder shall cease to be a member of the Company and the mortgagee in possession shall be entered in the Register of Members of the Company in place of that Dwellingholder.
- 12.10 If a member dies or is adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a Dwellingholder.
- 12.11 A member may not resign as a member while holding, whether alone or jointly with others, a freehold interest in any Dwelling. A member's membership of the Company terminates on the disposal by him of his freehold interest in a Dwelling and the registration of a successor as a member of the Company.

13 WRITTEN RESOLUTION OF MEMBERS

- 13.1 Subject to Article 13.2, a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- 13.2 The following may not be passed as a written resolution and may only be passed at a general meeting:
- (a) a resolution under section 168 of the Act for the removal of a Director before the expiration of his period of office; and

- (b) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 13.3 Subject to Articles 13.4 and 13.5, on a written resolution every member has one vote in respect of each Dwelling in which that member has a freehold interest.
- 13.4 If and for so long as a Founder is a member, a Founder shall have one vote, and no other members shall be entitled to vote on any such resolution.
- 13.5 No member may vote on a written resolution unless all moneys currently due and payable by that member to the Company have been paid.

14 NOTICE OF GENERAL MEETINGS

- 14.1 Every notice convening a general meeting of the Company must comply with the provisions of:
 - (a) section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - (b) section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies.
- 14.2 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the Directors and to the auditors (if any) for the time being of the Company.

15 QUORUM AT GENERAL MEETINGS

- 15.1 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by proxy or (in the event that the member is a corporation) by a duly appointed corporate representative, is a quorum.
- 15.2 If and for so long as a Founder is a member, such Founder present in person or by proxy or by a duly appointed corporate representative shall be a quorum. A quorum shall not be present at any general meeting unless such Founder is present at such meeting by proxy or by a duly appointed corporate representative.
- 15.3 Following the last Founder ceasing to be a member, if and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum.
- 15.4 Model Article 27(1) is modified by the addition of a second sentence as follows:
 - "If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

16 VOTING AT GENERAL MEETINGS

- 16.1 If and for so long as a Founder is a member, on a vote on a resolution at a general meeting on a show of hands or on a poll such Founder (present by proxy or by

corporate representative) shall be entitled to cast one vote, and no other members shall be entitled to vote on any such resolution at a general meeting. Model Articles 23(1) and (2) shall be modified and read accordingly.

- 16.2 Following the last Founder ceasing to be a Member or where the Founder (being a member) has waived the application of Article 16.1 above, (subject to Articles 16.3 and 16.4 below) on a vote on a resolution at a general meeting on a show of hands or on a poll each Dwellingholder of a Dwelling present in person, by proxy or (being a corporation) by corporate representative shall be entitled to cast one vote in respect of each Dwelling of which he is the holder.
- 16.3 No member may vote on a resolution in general meeting unless all moneys currently due and payable by that member to the Company have been paid.
- 16.4 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

17 DELIVERY OF PROXY VOTES

Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the Directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

18 COMMUNICATIONS

- 18.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.
- 18.2 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 sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.
- 18.3 If the Company sends or supplies notices or other documents by:
- (a) first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting;
 - (b) electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied; and
 - (c) means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

For the purposes of this Article 18.3, no account shall be taken of any part of a day that is not a working day.

19 COMPANY SEALS

19.1 Model Article 35(1) is modified, such that any common seal of the Company may be used by the authority of the Directors or any committee of Directors.

19.2 Model Article 35(3) is modified by the deletion of all words which follow the ";" after the word "document" and their replacement with "the document must also be signed by:

- (a) one authorised person in the presence of a witness who attests the signature;
or
- (b) two authorised persons".

20 RULES

20.1 The Directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. In particular, and without prejudice to the generality of the foregoing, the Directors may make rules regulating:

- (a) the conduct of members of the Company in relation to one another, and to the Company's officers and employees;
- (b) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (c) the procedure at general meetings and meetings of the Directors and committees of the Company (in so far as such procedure is not governed by these Articles); and
- (d) any and all other matters as are commonly the subject matter of company rules.

20.2 The Directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article 20.

20.3 Any rules made by the Directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.

20.4 The Company in general meeting may alter or repeal any rules made by the Directors in accordance with this Article 20.

20.5 Nothing in this Article 20 permits the Directors to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Act applies.

21 EXPENSES

The Directors may 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 or to be incurred in the implementation of the Company's

objects and may 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 members shall approve by ordinary resolution and the Directors may invest and deal in and with such moneys not immediately required in such manner as the Directors may from time to time determine.