# FILE COPY

# CERTIFICATE OF INCORPORATION
# OF A
# PRIVATE LIMITED COMPANY

Company Number **12862496**

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

**STRAWBERRY HEIGHTS RTM COMPANY LTD**

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

Given at Companies House, Cardiff, on **7th September 2020**

* N12862496P *

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

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

Companies House

# IN01(ef)

**Application to register a company**

*Received for filing in Electronic Format on the:* **07/09/2020**

*X9D2ABO9*

| | |
|---|---|
| *Company Name in full:* | **STRAWBERRY HEIGHTS RTM COMPANY LTD** |
| *Company Type:* | **Private company limited by guarantee** |
| *Situation of Registered Office:* | **England and Wales** |
| *Proposed Registered Office Address:* | **CO CANONBURY MANAGEMENT UNIT 2 TANNERS COURT<br>TANNERS LANE<br>SHOOTASH<br>HAMPSHIRE<br>ENGLAND SO51 6DP** |
| *Sic Codes:* | **98000** |

# *Proposed Officers*

## *Company Secretary 1*

| | |
|---|---|
| *Type:* | **Person** |
| *Full Forename(s):* | **KENNETH** |
| *Surname:* | **MARSHALL** |
| *Service Address:* | **recorded as Company's registered office** |

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

## *Company Director 1*

| | |
|---|---|
| *Type:* | **Person** |
| *Full Forename(s):* | **KENNETH** |
| *Surname:* | **MARSHALL** |
| *Service Address:* | **recorded as Company's registered office** |
| *Country/State Usually Resident:* | **UNITED KINGDOM** |

*Date of Birth:* ****/07/1978** *Nationality:* **BRITISH**

*Occupation:* **PROJECT MANAGER**

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

## *Company Director 2*

| | |
|---|---|
| *Type:* | **Person** |
| *Full Forename(s):* | **DANIEL** |
| *Surname:* | **POTTER** |
| *Service Address:* | **recorded as Company's registered office** |
| *Country/State Usually Resident:* | **UNITED KINGDOM** |

*Date of Birth:* ****/08/1968** *Nationality:* **BRITISH**

*Occupation:* **DIRECTOR**

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

## *Company Director 3*

*Type:* **Corporate**

*Name:* **RTM NOMINEE DIRECTORS LTD**

*Principal / Business Address:* **UNIT 2 TANNERS COURT TANNERS LANE**
**SHOOTASH**
**ENGLAND SO51 6DP**

## ***European Economic Area (EEA) Company***

*Register Location:* **UNITED KINGDOM**
*Registration Number:* **05732381**

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

## *Company Director 4*

*Type:* **Corporate**

*Name:* **RTM SECRETARIAL LTD**

*Principal / Business Address:* **UNIT 2 TANNERS COURT TANNERS LANE**
**SHOOTASH**
**ENGLAND SO51 6DP**

## ***European Economic Area (EEA) Company***

*Register Location:* **UNITED KINGDOM**
*Registration Number:* **05732394**

***The subscribers confirm that the corporate body 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:* **KENNETH N/A MARSHALL**

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

*Date of Birth:* ****/07/1978** *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.*

| | |
|---|---|
| *Nature of control* | **The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.** |

# *Individual Person with Significant Control details*

*Names:* **DANIEL N/A POTTER**

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

*Date of Birth:* ****/08/1968** *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.*

| | |
|---|---|
| *Nature of control* | **The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of 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:* | **JONATHAN EALES** |
| *Address* | **34 IMOGEN GARDENS HEATHCOTE**<br>**WARWICK**<br>**WARWICKSHIRE**<br>**ENGLAND**<br>**CV34 6FB** |
| *Amount Guaranteed* | **1GBP** |
| *Name:* | **EXECUTORS OF ROBIN HAYNES FISHER** |
| *Address* | **C/O KRISTYN CARRIERE 4 CHURCH ROAD**<br>**BRANSTON**<br>**BURTON-ON-TRENT**<br>**STAFFORDSHIRE**<br>**ENGLAND**<br>**DE14 3ER** |
| *Amount Guaranteed* | **1GBP** |
| *Name:* | **DANIEL NORMAN ROSS POTTER** |
| *Address* | **32 WIGFORD ROAD DOSTHILL**<br>**TAMWORTH**<br>**WEST MIDLANDS**<br>**ENGLAND**<br>**B77 1LY** |
| *Amount Guaranteed* | **1GBP** |
| *Name:* | **KENNETH STEVEN MARSHALL** |
| *Address* | **38 MILNHAY ROAD LANGLEY MILL**<br>**NOTTINGHAM**<br>**NOTTINGHAMSHIRE**<br>**ENGLAND**<br>**NG16 4AW** |
| *Amount Guaranteed* | **1GBP** |
| *Name:* | **DANIEL NORMAN ROSS POTTER** |

| | |
|---|---|
| *Address* | **32 WIGFORD ROAD DOSTHILL**<br>**TAMWORTH**<br>**WEST MIDLANDS**<br>**ENGLAND**<br>**B77 1LY** |
| *Amount Guaranteed* | **1GBP** |

# *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:* **INVESTMENT TECHNOLOGY LTD**

*Agent's Address:* **ONE CAREY LANE**
**LONDON**
**LONDON**
**ENGLAND**
**EC2V 8AE**

# *Authorisation*

*Authoriser Designation:* **agent** *Authenticated* **YES**

*Agent's Name:* **INVESTMENT TECHNOLOGY LTD**

*Agent's Address:* **ONE CAREY LANE**
**LONDON**
**LONDON**
**ENGLAND**
**EC2V 8AE**

**End of Electronically filed document for Company Number: 12862496**

THE COMPANIES ACT 2006

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A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION

OF

**Strawberry Heights RTM Company Ltd**

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

Jonathan Eales

Executors of Robin Haynes Fisher

Daniel Norman Ross Potter

Kenneth Steven Marshall

Daniel Norman Ross Potter

Dated 07 September 2020

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION OF

**Strawberry Heights RTM Company Ltd**

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

PART 1

*INTERPRETATION, NAMES AND OBJECTS OF RTM 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 17;

"chairman of the meeting" has the meaning given in article 30;

"Companies Acts" means the Companies Acts as defined in section 2 of the Companies Act 2006(**a**), 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");

"immediate landlord" in relation to a unit in the Premises, means the person who—

(a) if the unit is subject to a lease, is the landlord under the lease; or

(b) if the unit is subject to two or more leases, is the landlord under whichever of the leases is inferior to the others;

"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 15;

"the Premises" means Strawberry Heights, 17a Union Road, Ryde, Isle Of Wight, United Kingdom, PO33 2FN and any common parts of that building which lessees of that building currently have use of under their leases.

"proxy notice" has the meaning given in article 36;

"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;

"RTM company" (Right to Manage Company) has the meaning given in section 73 of the Commonhold and Leasehold Reform Act 2002

"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

"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 as in force on the date when the RTM Companies (Model Articles) (England) Regulations 2009 are made.

*NAME AND OBJECTS OF RTM COMPANY*

**2.** The name of the company is

Strawberry Heights RTM Company Ltd

**3.** The registered office of the company will be situated at

Co Canonbury Management, Unit 2 Tanners Court, Tanners Lane, Shootash, Hampshire, United Kingdom, SO51 6DP

**4.** The objects for which the company is established are to acquire and exercise in accordance with the 2002 Act the right to manage the Premises.

**5.** These objects shall not be restrictively construed but the widest interpretation shall be given to them. In furtherance of the objects, but not otherwise, the company shall have power to do all such things as may be authorised or required to be done by a RTM company by and under the 2002 Act, and in particular (but without derogation from the generality of the foregoing)—

(a) to prepare, make, pursue or withdraw a claim to acquire the right to manage the Premises;

(b) to exercise management functions under leases of the whole or any part of the Premises in accordance with sections 96 and 97 of the 2002 Act;

(c) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of the Premises in accordance with sections 98 and 99 of the 2002 Act;

(d) in accordance with sections 100 and 101 of the 2002 Act, to monitor, keep under review, report to the landlord, and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation in any way connected with or affecting the Premises or any of its occupants;

(e) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 ("the 1987 Act");

(f) to do such other things and to perform such other functions in relation to the Premises or any leases of the whole or any part of the Premises as may be agreed from time to time with the landlord or landlords or any other parties to the leases, as the case may be;

(g) to provide and maintain services and amenities of every description in relation to the Premises;

(h) to maintain, redecorate, repair, renew, repaint and clean the Premises; and to cultivate, maintain, landscape and plant any gardens, grounds or land comprised in the Premises;

(i) to enter into contracts with builders, cleaners, contractors, decorators, gardeners, tenants, or any other person;

(j) to consult and retain any professional advisers;

(k) to employ any staff and managing or other agents;

(l) to pay, remunerate or reward in any way any person supplying goods or services to the company;

(m) to make any appropriate or consequential agreements or arrangements for the right to manage the Premises to cease to be exercisable by the company;

(n) 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 of its members;

(o) to commence, defend, participate in or pursue any application to, or other proceeding before, any court or tribunal of any description;

(p) to insure the Premises or any other property of the company or in which it has an interest up to and including the full cost of rebuilding and reinstating the Premises, including VAT, architects', engineers', solicitors', surveyors', and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including debris removal, demolition, shoring-up, site clearance and any works that may be

required by statute, and incidental expenses, subject to such excesses, exclusions or limitations as are usual in the London insurance market. 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;

(q) to collect in or receive monies from any person on account of administration charges, service charges, or other charges in relation to the Premises and, where required by law to do so, to deal with, hold or invest the monies in accordance with the provisions of the 1987 Act and any orders or regulations made under that Act from time to time;

(r) to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, executed or undertaken by the company;

(s) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay, or contribute towards, all costs, fees, and other expenses incurred in the implementation of the company's objects;

(t) to invest any money of the company in the United Kingdom by depositing it at interest with any financial institution with which a trust fund of service charge contributions might be held in accordance with the 1987 Act; or to invest it in such other manner (including the purchase of securities and other investments) as the company in general meeting may authorise from time to time; and to hold, sell or otherwise dispose of any such investments;

(u) subject to any conditions or limitations imposed by the company in general meeting from time to time, and subject to the provision of adequate security and the payment of interest, to advance and lend money or give credit to any person; to enter into guarantees, contracts of indemnity and surety; to receive money on deposit or loan; and to secure or guarantee the payment of any sum of money or the performance of any obligation by any person;

(v) subject to any limitations or conditions imposed by the company in general meeting from time to time, 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 part of the company's property or assets (whether present or future);

(w) to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, debentures, promissory notes, and other negotiable or transferable instruments;

(x) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person to pay such expenses;

(y) 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 of the Premises and to take or obtain any appropriate measurements;

(z) to enter into any agreements or arrangements with any Minister of the Crown, authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects, and to obtain from any such Minister of the Crown 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;

(aa) to do all things specified for the time being in the articles of association of the company;

(bb) to do or procure or arrange for the doing of all or any of the things or matters mentioned above 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

(cc) to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the company's objects.

**6.** 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.

**Liability of members**

**7.** 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**

**8.** 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**

**9.**—(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**

**10.**—(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**

**11.**—(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*

**Directors to take decisions collectively**

**12.**—(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 13.

(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**

**13.**—(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**

**14.**—(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**

**15.**—(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**

**16.**—(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**

**17.**—(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**

**18.**—(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**

**19.**—(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**

**20.** 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**

**21.** 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*

**Methods of appointing directors**

**22.**—(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.

**Termination of director's appointment**

**23.** 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) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

**Directors' remuneration**

**24.** 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.

**Directors' expenses**

**25.** 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 responsibilitiesin relation to the company.

PART 3

*BECOMING AND CEASING TO BE A MEMBER*

**Becoming a member**

**26.**—(1) 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 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 [name of company]I, [name]of [address]am a qualifying tenant of [address of flat] and wish to become a member of [name of company] subject to the provisions of the Articles of Association of the company 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 become a member. Signed Dated***

(2) No person shall be admitted to membership of the company unless that person, whether alone or jointly with others, is—

(a) a qualifying tenant of a flat contained in the Premises as specified in section 75 of the 2002 Act; or

(b) from the date upon which the company acquires the right to manage the Premises pursuant to the 2002 Act, a landlord under a lease of the whole or any part of the Premises.

(3) Membership of the company shall not be transferable.

(4) A person who, together with another or others, is to be regarded as jointly being the qualifying tenant of a flat, or as jointly constituting the landlord under a lease of the whole or any part of the Premises, shall, once admitted, be regarded as jointly being a member of the company in respect of that flat or lease (as the case may be).

(5) Applications for membership by persons who are to be regarded as jointly being the qualifying tenant of a flat, or who jointly constitute the landlord under a lease of the whole or any part of the Premises, shall state the names and addresses of all others who are jointly interested with them, and the order in which they wish to appear on the register of members in respect of such flat or lease (as the case may be.)

(6) The directors shall, upon being satisfied as to a person's application and entitlement to membership, register such person as a member of the company.

**Ceasing to be a member**

**27.**—(1) A member who at any time fails to satisfy the requirements for membership set out in article 26 shall cease to be a member of the company with immediate effect.

(2) If a member (or joint member) 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.

(3) A 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. Any such notice shall not be effective if given in the period beginning with the date on which the company gives notice of its claim to acquire the right to manage the Premises and ending with the date which is either—

(a) the acquisition date in accordance with section 90 of the 2002 Act; or

(b) the date of withdrawal or deemed withdrawal of that notice in accordance with sections 86 or 87 of that Act.

(4) If, for any reason—

(a) a person who is not a member of the company becomes a qualifying tenant or landlord jointly with persons who are members of the company, but fails to apply for membership within 28 days, or

(b) a member who is a qualifying tenant or landlord jointly with such persons dies or becomes bankrupt and his personal representatives or trustee in bankruptcy do not apply for membership within 56 days, or

(c) a member who is a qualifying tenant or landlord jointly with such persons resigns from membership pursuant to article 27(3), those persons shall, unless they are otherwise entitled to be members of the company by reason of their interest in some other flat or lease, also cease to be members of the company with immediate effect. All such persons shall, however, be entitled to re-apply for membership in accordance with article 26.

PART 4

*DECISION-MAKING BY MEMBERS*

*ORGANISATION OF GENERAL MEETINGS*

**Attendance and speaking at general meetings**

**28.**—(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.

**Quorum for general meetings**

**29.**—(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 29 paragraph (2).

(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**

**30.**—(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".

**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.

**Adjournment**

**32.**—(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*

**Voting: general**

**33.**—(1) 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.

(2) If there are no landlords under leases of the whole or any part of the Premises who are members of the company, then one vote shall be available to be cast in respect of each flat in the Premises. The vote shall be cast by the member who is the qualifying tenant of the flat.

(3) At any time at which there are any landlords under leases of the whole or any part of the Premises who are members of the company, the votes available to be cast shall be determined as follows—

(a) there shall first be allocated to each residential unit in the Premises the same number of votes as equals the total number of members of the company who are landlords under leases of the whole or any part of the Premises. Landlords under a lease who are regarded as jointly being a member of the company shall be counted as one member for this purpose;

(b) if at any time the Premises includes any non-residential part, a total number of votes shall be allocated to that part as shall equal the total number of votes allocated to the residential units multiplied by a factor of A/B, where A is the total internal floor area of the non-residential parts and B is the total internal area of all the residential parts. Internal floor area shall be determined in accordance with paragraph 1(4) of Schedule 6 to the 2002 Act. Calculations of the internal floor area shall be measured in square metres, fractions of floor area of less than half a square metre shall be ignored and fractions of floor area in excess of half a square metre shall be counted as a whole square metre;

(c) the votes allocated to each residential unit shall be entitled to be cast by the member who is the qualifying tenant of that unit, or if there is no qualifying tenant of the unit, by the member who

is the immediate landlord. The immediate landlord will not be entitled to the vote of a residential unit held by a qualifying tenant who is not a member of the RTM company;

(d) the votes allocated to any non-residential part included in the Premises shall be entitled to be cast by the immediate landlord of that part, or where there is no lease of a non-residential part, by the freeholder. Where there is more than one such person, the total number of votes allocated to the non-residential part shall be divided between them in proportion to the internal floor area of their respective parts. Any resulting entitlement to a fraction of a vote shall be ignored;

(e) if a residential unit is not subject to any lease, no votes shall be entitled to be cast in respect of it;

(f) any person who is a landlord under a lease or leases of the whole or any part of the Premises and who is a member of the company but is not otherwise entitled to any votes, shall be entitled to one vote.

(4) In the case of any persons who are to be regarded as jointly being members of the company, any such person may exercise the voting rights to which such members are jointly entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior shall be accepted to the exclusion of the votes of the others, and seniority shall be determined by the order in which the names of such persons appear in the register of members in respect of the flat or lease (as the case may be) in which they are interested.

**Errors and disputes**

**34.**—(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**

**35.**—(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 theresult 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**

**36.**—(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**

**37.**—(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**

**38.**—(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 nonsubstantive 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

**39.**—(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

**40.**—(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.

### Inspection and copying of accounts and other records

**41.**—(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.

### Provision for employees on cessation of business

**42.** 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*

### Indemnity

**43.**—(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

**44.**—(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.