

FILE COPY



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

Company Number 13168528

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

HILL FARM (BATHEASTON) 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 **29th January 2021**



N13168528L



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: **29/01/2021**

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Company Name in full: **HILL FARM (BATHEASTON) MANAGEMENT COMPANY LIMITED**

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

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

Proposed Registered Office Address: **CITYGATE SAINT JAMES BOULEVARD
NEWCASTLE UPON TYNE
UNITED KINGDOM NE1 4JE**

Sic Codes: **98000**

I wish to partially adopt the following model articles: **Private (Ltd by Guarantee)**

Proposed Officers

Company Secretary *1*

Type: **Person**

Full Forename(s): **ADAM**

Surname: **MCGHIN**

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): **ADAM**

Surname: **MCGHIN**

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/02/1978** *Nationality:* **BRITISH**

Occupation: **COMPANY SECRETARY**

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

Relevant Legal Entity (RLE) details

Company Name: **NORTHUMBERLAND & DURHAM PROPERTY TRUST LIMITED**

Service Address: **CITYGATE SAINT JAMES BOULEVARD
NEWCASTLE UPON TYNE
UNITED KINGDOM
NE1 4JE**

Legal Form: **LIMITED BY SHARES**

Governing Law: **UNITED KINGDOM (ENGLAND AND WALES)**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND AND WALES**

Registration Number: **00182763**

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

Statement of Guarantee

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: **NORTHUMBERLAND & DURHAM PROPERTY TRUST LIMITED**

Address **CITYGATE SAINT JAMES BOULEVARD
NEWCASTLE UPON TYNE
UNITED KINGDOM
NE1 4JE**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Name: **NORTHUMBERLAND & DURHAM PROPERTY TRUST LIMITED**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Hill Farm (Batheaston) 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

Northumberland & Durham Property Trust Limited

Dated: 29 January 2021

Articles of Association

Hill Farm (Batheaston) Management Company Limited

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

OF

HILL FARM (BATHEASTON) MANAGEMENT COMPANY LIMITED (THE COMPANY)

1. INTERPRETATION

1.1 In these articles the following expressions shall have the following meanings:

Act	the Companies Act 2006 and every statutory modification, replacement or re-enactment for the time being in force.
Common Parts	all those parts of the Property not comprised in any of the Units and which may from time to time be vested in the Company including: (a) all main entrances, passages, landings, balconies and internal and external staircases (other than any such entrance, passage, landing or balcony and staircase situated within any of the Units); (b) all communal gardens, open spaces, gates, access yards, roads, footpaths and parking areas for the common use of the owners of the Units; (c) the main structure of the Property including the principal internal timbers, the exterior walls, the foundations and the roofs with their main water tanks, main drains, gutters and rain water pipes (other than those included in the individual Units); (d) all such gas and water mains and pipes, drains, waste water and sewage ducts and electric cables and wires enjoyed or used by the owners of the Units in common with each other; (e) the boundary walls and fences of the Property including the building, the Units, garages and all the Common Parts; and (f) all other areas and facilities which are for the common use of the owners of the Units and their visitors.
Conflict	has the meaning given to it in article 11.2.1.
Dwellingholder	the person to whom a lease of a Unit has been granted or assigned or who holds the freehold of a Unit and so that whenever two or more persons are for the time being joint Dwellingholders of a Unit they shall for all the purposes of these articles be deemed to constitute one Dwellingholder.

Eligible director	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).
Model Articles	the model articles for companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles.
Operative Date	60 calendar days after the date on which a lease is granted on the final Unit.
Property	the property known as Hill Farm and Hill Farm Annex, Solsbury Lane, Batheaston, BA1 7HB (as registered at H.M. Land Registry with Title Number ST194249) including the Units and all the Common Parts.
Qualifying Interest	a freehold or leasehold interest in any of the Units or any part of them.
Units	collectively each of the individual dwellings within the Property.

1.2 In these articles:

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.4 the headings in these articles are for convenience only and shall not affect interpretation;
- 1.2.5 any words or expressions defined in the Model Articles shall bear the same meaning in these articles unless inconsistent with the subject or context; and
- 1.2.6 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. THE MODEL ARTICLES

- 2.1 The regulations contained in the Model Articles shall apply to the Company except in so far as they are excluded by or are inconsistent with these articles.
- 2.2 Regulations 5, 6, 8(3), 9(1), 10, 14, 16, 17(1) and (2), 19, 25(1) and (2), 30(2), 38 and 39 of the Model Articles shall not apply to the Company.
- 2.3 Regulations 18, 21, 22(3), 30(3) and 31(1) of the Model Articles shall apply to the Company with the modifications set out below.

3. OBJECTS OF THE COMPANY

- 3.1 The Company's objects (the **Objects**) are to:

- 3.1.1 acquire and hold the freehold interest in the Property and any rights and/or interest in any other land insofar as such rights and/or interests relate to and affect the Property; and
 - 3.1.2 administer, manage, repair and maintain the Property and such other land.
- 3.2 The Objects shall be given their widest interpretation.

4. LIABILITY OF MEMBERS

Regulation 2 of the Model Articles sets out the liability of the members of the Company.

5. MEMBERS

- 5.1 Subject to article 5.4, the subscriber to the memorandum of association of the Company shall be appointed as a member of the Company.
- 5.2 Subject to the remaining provisions of these articles, upon a person who holds a Qualifying Interest (including a person referred to in article 5.9) delivering to the Company an application for membership in a form acceptable to the directors he shall be appointed as a member of the Company. Upon acceptance by the directors of such application for membership, the name of the applicant shall be entered in the register of members.
- 5.3 The only members of the Company shall be:
 - 5.3.1 the subscriber to the memorandum of association of the Company subject to the provisions of article 5.5 below;
 - 5.3.2 a person nominated under article 5.4;
 - 5.3.3 a person who holds a Qualifying Interest (including a person referred to in article 5.9) who is admitted to membership in accordance with article 5; and
 - 5.3.4 the persons specified in article 5.9.
- 5.4 The subscriber to the memorandum of association of the Company may nominate any person to succeed it as a member of the Company and any person so nominated shall have the same power to nominate a person to succeed him subject always to such subsequent nominees holding a Qualifying Interest.
- 5.5 The members referred to in articles 5.3.1 and 5.3.2 shall, if not holding a Qualifying Interest, cease to be a member on the Operative Date, provided that the number of members remaining is not less than two.
- 5.6 Where two or more persons jointly hold a Qualifying Interest they shall together constitute one member and the person whose name first appears in the register of members shall exercise the voting and others powers vested in such member.
- 5.7 No member may resign as a member while holding, whether alone or jointly with others, a Qualifying Interest.
- 5.8 In addition to the matters set out in regulation 22(3) of the Model Articles, a person shall automatically cease to be a member if:
 - 5.8.1 he becomes bankrupt;
 - 5.8.2 an order is made against him in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;

5.8.3 in the case of a corporate member, a resolution is passed or an order is made for its winding up or it is placed in liquidation; or

5.8.4 he ceases to hold any Qualifying Interest.

5.9 If any of the events referred to in article 5.8 occurs or if a member's mortgagee or chargee rightfully exercises its powers in respect of a Unit, the member's legal personal representative or representatives or the trustee in his bankruptcy or liquidator, administrator, mortgagee or chargee shall be entitled to be registered as a member of the Company, provided it is the holder of a Qualifying Interest.

6. ADMINISTRATION FEE

The Company is entitled to charge members an administrative fee of such amount as the directors may determine from time to time in relation to appointing members of the Company and dealing with members' resignations, maintenance of the Company's registers, filing of confirmation statements and accounts and all other administrative requirements and duties of the Company. Such fees shall be borne equally by all the members other than the members referred to in articles 5.3.1 and 5.3.2.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1 Regulations 25(1) and (2) of the Model Articles shall not apply and the members present shall choose a director to preside as chairman at every general meeting or if no director is present or if all the directors present decline to take the chair, they shall choose some member present at the meeting and willing to preside as chairman.

7.2 Subject to article 7.3, as from the Operative Date every member present in person or by proxy at a general meeting shall have one vote in respect of each Unit in which he has a Qualifying Interest. Prior to the Operative Date the members referred to in articles 5.3.1 and 5.3.2 shall be the only members entitled to receive notice of, attend, count as a **qualifying person** for the purposes of ascertaining quorum in accordance with section 318 of the Act, demand a poll and vote at general meetings and pass any resolution and to vote on written resolutions of the Company.

7.3 The rights of members to vote pursuant to article 7.2 shall only be exercisable if that member is not more than 21 days in arrears in payment to the Company of any rent or any other payment due to the Company under any lease granted to him by the Company or if any payment requested by the Company pursuant to article 6 is outstanding.

8. POLL VOTES

8.1 Subject to article 7.2 and article 7.3, a poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

8.2 Regulation 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that regulation.

9. PROXIES

Regulation 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that regulation.

10. DIRECTORS

10.1 The number of directors need not exceed one and there shall be no maximum number.

- 10.2 The quorum for the transaction of business at a meeting of directors is two eligible directors, save that, if and for so long as the Company has only one director, the quorum shall be one eligible director .
- 10.3 Until the Operative Date the members referred to in articles 5.3.1 and 5.3.2 shall appoint and remove the directors. All appointments or removal of a director under this article 10.2 shall be effected by written notice signed on behalf of the members referred to in this article 10.2 addressed to the Company and deposited at the registered office whereupon such appointment shall take effect.
- 10.4 As from the Operative Date the following provisions shall govern the appointment, retirement and removal of directors:
- 10.4.1 a director shall be a member of the Company. The office of director shall be vacated upon the director ceasing to be a member of the Company and regulation 18 of the Model Articles shall be modified accordingly, provided that the number of directors remaining is not less than one; and
- 10.4.2 each member of the Company shall be entitled at any time to become a director or nominate a director (unless he shall previously have been removed from office in accordance with the provisions of the Act or these articles) by depositing at the registered office of the Company a written notice requiring his appointment or the appointment of his nominee as a director, whereupon such appointment shall take effect.
- 10.5 Until the Operative Date each director shall have one vote. As from the Operative Date, each director shall have one vote in respect of each Unit in which he, or the person for whom he is acting as nominee, has a Qualifying Interest.
- 10.6 The directors shall receive no remuneration for their services.
- 10.7 The members may use their respective powers to (or if the Company is a single member company, the sole member may) procure that a firm of managing agents is appointed from time to time to carry out all the obligations and powers of the Company to manage and maintain the Property.
- 10.8 A managing agent appointed pursuant to article 10.7 shall be entitled to nominate a person to be appointed as a director of the Company. Subject to such person depositing a written notice requiring his appointment (in a form acceptable to the directors and including a confirmation of his willingness to act as director of the Company) at the registered office of the Company, such appointment shall take effect. A director appointed pursuant to this article 10.8 shall have one vote.
- 10.9 Subject to the following provisions of this article 10 the directors shall endeavour to carry on the business and activities of the Company in accordance with the principles of good estate management and so as to secure that taking one year with another the Company makes neither a profit nor a loss.
- 10.10 The directors shall not without the prior approval of an ordinary resolution of the Company authorise any individual works of repair, maintenance or improvement for which the estimated cost may exceed £1,000 or otherwise incur on behalf of the Company any single liability which may exceed £1,000 or such other maximum figure as the members may from time to time by ordinary resolution decide.
- 10.11 The directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- 10.12 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided always that:

- 10.12.1 no meeting of the directors shall be convened except in the case of emergency by less than 14 clear days' notice in writing; and
- 10.12.2 a director may, and on the request of a director the secretary (if there is a secretary of the Company) or a director authorised or nominated to do the things done by a company secretary shall, at any time summon a meeting of the board of directors by giving not less than 14 clear days' notice in writing.

11. DIRECTORS' INTERESTS AND CONFLICTS

11.1 Transactions or arrangements with the Company

- 11.1.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (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) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - (d) 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;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, except as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

11.2 Directors' conflicts of interest

- 11.2.1 The directors may, in accordance with the requirements set out in this article 11.2, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a **Conflict**).
- 11.2.2 Any authorisation under this article 11.2 will be effective only if:
- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;

- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

11.2.3 Any authorisation of a Conflict under this article 11.2 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

11.2.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the company; or
- (b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

11.2.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

11.2.6 Where the directors authorise a Conflict:

- (a) the director in question will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
- (b) that director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

11.2.7 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 or written resolution (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.

12. COMMUNICATIONS

- 12.1 Subject to these 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. A director may agree with the Company that notices or documents sent to that director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 12.2 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 12.3 Where a document or information is sent or supplied by the Company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed.
- 12.4 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when:
- 12.4.1 the material is first made available on the website; or
 - 12.4.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 12.5 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register.
- 12.6 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

13. INDEMNITY AND FUNDING OF DEFENCE COSTS

- 13.1 Subject to the provisions of and so far as may be consistent with the Act, the Company shall provide:
- 13.1.1 for each relevant officer an indemnity out of the assets of the Company to the extent that such indemnity is a "qualifying third party indemnity provision" within the meaning of section 234 of the Act;
 - 13.1.2 a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant officer or any liability of the Company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than:-
 - (a) in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final;

- (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
 - (c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final; and
 - 13.1.3 a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, breach of duty or breach of trust by that relevant officer in relation to the Company or an associated company of the Company or to enable a relevant officer to avoid incurring such expenditure.
- 13.2 In this article 13:
- 13.2.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 13.2.2 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

14. INSURANCE

- 14.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 14.2 In this article 14:
- 14.2.1 a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);
 - 14.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer'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
 - 14.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.