

FILE COPY



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

Company Number 13603758

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

FARRIER (ST NEOTS) MANAGEMENT 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 **6th September 2021**



N13603758K



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01

Application to register a company



Received for filing on the: **01/09/2021**

AAC4X11F

Company Name in full: **FARRIER (ST NEOTS) MANAGEMENT LIMITED**

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

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

Proposed Registered Office Address: **1ST FLOOR, AUDIT HOUSE 151 HIGH STREET
BILLERICAY
ESSEX
CM12 9AB**

Sic Codes: **98000**

Principal activity description: **Residents property management**

I wish to adopt entirely bespoke model articles.

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: **ROBERT JAMES HARRISON**

*Country/State Usually
Resident:* **ENGLAND**

Date of Birth: **03/11/1979** *Nationality:* **BRITISH**

Service Address: **MANOR FARM NASEBY ROAD
HASELBECH
NORTHAMPTON
NORTHAMPTONSHIRE
ENGLAND
NN6 9LQ**

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

Election to keep information on the public register

The subscribers have elected to keep Register of Directors information on the public register

The subscribers have elected to keep Register of Directors Usual Residential Addresses information on the public register

The subscribers have elected to keep Register of Members information on the public register

The subscribers have elected to keep Register of People with Significant Control information on the public register

No objection was received by the subscribers from any eligible person within the notice period before making the election.

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: **ROBERT JAMES HARRISON**

Address **1ST FLOOR, AUDIT HOUSE 151 HIGH STREET
BILLERICAY
ESSEX
CM12 9AB**

Amount Guaranteed **1**

Statement of Compliance

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

Name: **ROBERT JAMES HARRISON**
Authenticated **YES**

Authorisation

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

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: **DFA LAW LLP**

Agent's Address: **2 WATERSIDE WAY
NORTHAMPTON
NORTHAMPTONSHIRE
ENGLAND
NN4 7XD**

Authorisation

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

Company Number:

THE COMPANIES ACT 2006

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

MEMORANDUM AND ARTICLES OF ASSOCIATION

- OF -

FARRIER (ST NEOTS) MANAGEMENT LIMITED



DFA Law LLP
2 Waterside Way
Northampton
NN4 7XD

www.dfalaw.co.uk
01604 609560

Memorandum of association of Farrier ~~Point~~ (St Neots) Management 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

Robert James Harrison

A handwritten signature in black ink, appearing to read 'R. J. Harrison', with a long horizontal flourish extending to the right.

DATED: 31st August 2021

Date 31st August 2021

A Private Company Limited by Guarantee

And not having a share capital

**Articles of Association of
Farrier (St Neots) Management Limited**



DFA Law LLP
2 Waterside Way
Northampton
NN4 7XD

www.dfalaw.co.uk
01604 609560

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DATE *31st August* 2021

OPERATIVE PROVISIONS

1 Interpretation

- 1.1 The model articles for private companies limited by guarantee contained in schedule 1 to the Companies (Model Articles) Regulations 2008 shall not apply to the company.

2 Defined terms

- 2.1 In the articles, unless the context requires otherwise:

"Appointor" has the meaning given in article 24.1;

"Articles" means the company's articles of association;

"Chairman" has the meaning given in article 14.2;

"Chairman of the meeting" has the meaning given in article 34.3;

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

"Director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"Document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"Dwelling" means a unit of residential accommodation on the Estate;

"Dwelling Owners" means the registered freehold and leasehold owners for the time being of the Dwellings comprised in the Estate and in respect to an owner with a leasehold interest one holding under a lease with an original term exceeding 124 years and "Dwelling Owner" means any one of them;

"Electronic Form" has the meaning given in section 1168 of the Companies Act 2006;

"Eligible Director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not counted in respect of the particular matter);

"Estate" means the residential development known as Brook Mews, St Neots of which the Dwellings form part

"Hard Copy Form" has the meaning given in section 1168 of the Companies Act 2006;

"Instrument" means a document in hard copy form;

"Ordinary Resolution" has the meaning given in section 282 of the Companies Act 2006;

"Participate" in relation to a directors' meeting, has the meaning given in article 12;

"Proxy Notice" has the meaning given in article 40.1;

"Special Resolution" has the meaning given in section 283 of the Companies Act 2006;

"Subscriber" means the subscriber to the company's memorandum of association;

"Subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"United Kingdom" means Great Britain and Northern Ireland; and

"Writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 2.2 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

3 Objects

- 3.1 The objects for which the company is established are:

- 3.1.1 to manage, repair, maintain, renew, upkeep, administer and provide all other property management services in respect of the management areas forming part of the Estate such management areas being that part of the Estate which has not been and/or is not intended to be transferred to a purchaser and which is intended to be managed by the company including (without limitation) the buildings or structure of the buildings the landscaped areas, car parking area, lighting and all cistern, tanks, sewers, drainpipes, wires, ducts and conduits and other service media not wholly within any area exclusively serving any premises demised to any person and any refuse bin areas and cycle park areas;
- 3.1.2 to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof;
- 3.1.3 to insure the Estate or any other property of the company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the company against public liability any other risks which it may consider prudent or desirable to insure against;
- 3.1.4 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 monies not immediately required in such manner as may from time to time be determined;

- 3.1.5 to manage, administer and deal with lands, buildings and real property either on its own account, or as trustee nominee or agent for any other company or person;
- 3.1.6 to carry on any other business which, in the opinion of the directors, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any of their business of the company and is calculated to enhance the value of the company's property;
- 3.1.7 to purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, moveable or immoveable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the company;
- 3.1.8 to apply for, register or by other means acquire and protect, prolong and renew any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the company;
- 3.1.9 to build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the company;
- 3.1.10 to invest and deal with the monies of the company in such shares or upon such securities and in such manner as from time to time may be determined;
- 3.1.11 to amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the company or any part thereof;
- 3.1.12 to subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this company or any other consideration any other company or business which, in the opinion of the directors, may be carried on as directly or indirectly to benefit the company;
- 3.1.13 to sell, let, exchange, dispose of, turn to account, grant licences, options rights or privileges in respect of, mortgage, charge or otherwise deal with all or any of the company and to deal with any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the directors may think fit;
- 3.1.14 to lend money to customers, associates and others both corporate and incorporate and to guarantee the observance and performance of obligations and contracts by customers and others;

- 3.1.15 to borrow or raise money in such manner as the directors think fit and secure the repayment thereof by the creation and issue of debentures, debenture stock, mortgages or in any other way, and to enter into guarantees, contracts of indemnity and surety ships of all kinds;
- 3.1.16 to pay or remunerate any person, firm or company for rendering services to the company in the promotion of the company or the placing and issue of, debentures, debenture stock or other securities of the company;
- 3.1.17 to support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependants;
- 3.1.18 to draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments;
- 3.1.19 to assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the company and to place or guarantee the placing or, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company;
- 3.1.20 to distribute in specie any of the debentures or securities of the company between the members of the company in accordance with their rights;
- 3.1.21 to act as agents or brokers and as trustees for any person, firm or company to undertake and perform sub-contracts; and
- 3.1.22 to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- 3.2 The company shall have power to do all things necessary or expedient in the opinion of the directors for the accomplishment of the above objects, to employ management agents on such terms as they shall think fit, to engage a porter or caretaker, as may be necessary to carry on the business of the company and in particular, power to enter into leases and covenants whereby the company will assume liabilities and responsibilities for carrying out the above objects or any of them or other relating to the Estate.
- 3.3 All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the company.

4 Liability of members

- 4.1 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:

- 4.1.1 payment of the company's debts and liabilities contracted before he ceases to be a member;
- 4.1.2 payment of the costs, charges and expenses of winding up; and
- 4.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS' POWERS AND RESPONSIBILITIES

5 Directors' general authority

- 5.1 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.

6 Members' reserve power

- 6.1 The members may, by special resolution, direct directors who are not also subscribers to take, or refrain from taking, specified action.
- 6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

7 Directors may delegate

- 7.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
 - 7.1.1 to such person(s) or committee(s);
 - 7.1.2 by such means (including by power of attorney);
 - 7.1.3 to such an extent;
 - 7.1.4 in relation to such matters or territories; and
 - 7.1.5 on such terms and conditions,
as they think fit.
- 7.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 7.3 The directors may revoke any delegation of their powers in whole or part, or alter its terms and conditions.

8 Committees

- 8.1 Subject to article 8.3, committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

- 8.2 Subject to article 8.3, the directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.
- 8.3 In respect of any committee:
- 8.3.1 the number of members of that committee who are not directors shall be less than one half of the total number of members of that committee; and
- 8.3.2 no resolution of that committee shall be passed at a meeting of that committee unless a majority of the members present at that meeting are directors.

DECISION MAKING BY DIRECTORS

9 Directors to take decisions collectively

- 9.1 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 10.
- 9.2 If:
- 9.2.1 the company only has one director for the time being; and
- 9.2.2 no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision making.

10 Unanimous decisions

- 10.1 A decision of the directors is taken in accordance with this article 10 when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 10.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 10.3 A decision may not be taken in accordance with this article 10 if the eligible directors would not have formed a quorum had the matter been proposed at a directors' meeting.

11 Calling a directors' meeting

- 11.1 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.
- 11.2 Notice of any directors' meeting must indicate:

- 11.2.1 its proposed date and time;
 - 11.2.2 where it is to take place; and
 - 11.2.3 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.
- 11.3 Notice of a directors' meeting must be given to each director (other than a director who is absent from the United Kingdom), but need not be in writing.
 - 11.4 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.
- 12 Participation in directors' meetings**
- 12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 12.1.1 the meeting has been called and takes place in accordance with the articles; and
 - 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
 - 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
 - 12.3 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.
- 13 Quorum for directors' meetings**
- 13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 13.2 Subject to article 13.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed it is two save that if at any time there shall only be one director, the quorum shall be one.
 - 13.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a director's conflict of interest, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 14 Chairing of directors' meetings**
- 14.1 The directors may appoint a director to chair their meetings.

- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The directors may terminate the chairman's appointment at any time.
- 14.4 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.
- 15 **Casting vote**
- 15.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not be entitled to a second or casting vote.
- 16 **Transactions or other arrangements with the company**
- 16.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 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 contract, transaction or arrangement with the company:
- 16.1.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 16.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction or arrangement in which he is interested;
- 16.1.3 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, transaction or arrangement in which he is interested;
- 16.1.4 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;
- 16.1.5 may be a director or other officer of, or employed by, or a party to a contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and
- 16.1.6 shall not, save 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 Companies Act 2006)) 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 Companies Act 2006.

17 Conflicts of interest

17.1 any situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Company shall be deemed to have been authorised by the Members if the situation arises by virtue of the Director concerned being:

17.1.1 a Dwelling Owner; or

17.1.2 the subscriber or an officer, employee, agent, adviser or nominee of the subscriber.

17.2 the directors may, in accordance with the requirements set out in this article 17, 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 companies act 2006 to avoid conflicts of interest.

17.3 any authorisation under this article 17 will be effective only if:

17.3.1 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 the articles or in such other manner as the directors may determine;

17.3.2 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

17.3.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

17.4 any authorisation of a conflict of interest under this article 17 may (whether at the time of giving the authorisation or subsequently):

17.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

17.4.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

17.4.3 be terminated or varied by the directors at any time (but no such termination or variation shall affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation).

17.5 in authorising a conflict of interest 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 of interest 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:

17.5.1 disclose such information to the directors or to any director or other officer or employee of the company; or

- 17.5.2 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.
- 17.6 where the directors authorise a conflict of interest they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- 17.6.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict of interest;
- 17.6.2 is not given any documents or other information relating to the conflict of interest; and
- 17.6.3 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 of interest.
- 17.7 where the directors authorise a conflict of interest:
- 17.7.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict of interest; and
- 17.7.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 17.8 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 of interest 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, transaction or arrangement shall be liable to be avoided on such grounds.
- 18 **Directors' discretion to make further rules**
18. 1 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

19 Number of directors

- 19.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum number of directors shall be one.

20 **Eligibility to be a director and appointment of directors**

- 20.1 Until the Subscriber has ceased to be a member of the company in accordance with article 29.1, no person shall be appointed after the incorporation of the company as a director unless he shall have been nominated in writing by the Subscriber (or an agent of the Subscriber) to be a director.
- 20.2 Upon the Subscriber ceasing to be a member of the company in accordance with article 29.1, each of the then directors shall (unless he is also a member of the company) automatically cease to be a director and each member for the time being shall (subject to article 20.3) be entitled on written application to the company to be appointed a director and on the company receiving such application he shall become a director (provided he is permitted by law to be a director and provided none of the matters listed in articles 21.1.2 to 21.1.5 have occurred in relation to him).
- 20.3 For the purposes of article 20.2, where two or more persons jointly are Dwelling Owners of one Dwelling in the Estate, then the first of those joint holders entered in the register of members shall be the person entitled to be appointed a director pursuant to article 20.2.

21 **Termination of director's appointment**

- 21.1 A person automatically ceases to be a director as soon as:
- 21.1.1 (subject to article 21.2) he ceases to be a member of the company;
- 21.1.2 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 21.1.3 a bankruptcy order is made against that person;
- 21.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 21.1.5 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;
- 21.1.6 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; or
- 21.1.7 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.
- 21.2 Article 21.1.1 shall have no application to a director nominated to be a director by the Subscriber pursuant to article 20.1.

22 Directors' remuneration

- 22.1 Directors may undertake any services for the company that the directors decide.
- 22.2 Subject to article 22.3, directors are not entitled to any remuneration in respect of their office.
- 22.3 Any director who serves on any committee appointed by the directors or who otherwise performs services for the company which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such remuneration, whether by way of salary, commission or otherwise, as the directors may determine.

23 Directors' expenses

- 23.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
 - 23.1.1 meetings of directors or committees of directors;
 - 23.1.2 general meetings; or
 - 23.1.3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

24 Appointment and removal of alternate directors

- 24.1 any director ("appointor") may appoint as an alternate any other director, or any other person approved by the directors, willing to act to:
 - 24.1.1 exercise that director's powers; and
 - 24.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 24.2 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.
- 24.3 the notice must:
 - 24.3.1 identify the proposed alternate; and
 - 24.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

25 Rights and responsibilities of alternate directors

- 25.1 an alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

25.2 except as the articles specify otherwise, alternate directors:

25.2.1 are deemed for all purposes to be directors;

25.2.2 are liable for their own acts and omissions;

25.2.3 are subject to the same restrictions as their appointors; and

25.2.4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, but it shall not be necessary to give notice of meetings to an alternate director who is absent from the United Kingdom.

25.3 a person who is an alternate director but not a director:

25.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

25.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

25.3.3 shall not be counted as more than one director for the purposes of articles 25.3.1 and 25.3.2

25.4 a director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

25.5 an alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

26 **Termination of alternate directorship**

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

26.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

26.1.2 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 appointment as a director;

26.1.3 on the death of the alternate's appointor; or

26.1.4 when the alternate's appointor's appointment as a director terminates.

27 Secretary

- 27.1 The directors may (but are not obliged to) appoint any person who is willing to act as the secretary of the company for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

BECOMING AND CEASING TO BE A MEMBER

28 Becoming a member

- 28.1 No person (other than the Subscriber on the incorporation of the company) shall become a member of the company unless he is a Dwelling Owner.
- 28.2 A person shall automatically become a member of the company on becoming a Dwelling Owner.
- 28.3 Where two or more persons jointly are Dwelling Owners of one Dwelling comprised in the Estate, they shall together constitute one member and only the person whose name first appears in the register of members shall be entitled to exercise the voting and other rights and powers vested in such member.

29 Ceasing to be a member

- 29.1 the subscriber shall cease to be a member of the company on service by the subscriber of a written notice of resignation on the company.
- 29.2 on ceasing to be a Dwelling Owner, a person who became a member by virtue of being a Dwelling Owner shall automatically cease to be a member.
- 29.3 membership is not transferable and terminates when that person dies or ceases to exist.

DIVIDENDS AND OTHER DISTRIBUTIONS

30 Dividends and other distributions

- 30.1 The company shall not have power to declare or pay any dividend or bonus or make any distribution of any assets to the Members except on a winding up.

ORGANISATION OF GENERAL MEETINGS

31 Convening general meetings

- 31.1 If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum, any director or any two members may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

32 Attendance and speaking at general meetings

- 32.1 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.
- 32.2 A person is able to exercise the right to vote at a general meeting when:
- 32.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 32.2.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.

33 Quorum for general meetings

- 33.1 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. Subject to article 33.2, a quorum is as is provided for in section 318 of the Companies Act 2006.
- 33.2 Until such time as the Subscriber shall have ceased to be a member pursuant to article 29.1, a quorum shall be one qualifying person (as defined in that section) but no quorum shall be present unless the Subscriber is present in person or by proxy or by corporate representative.

34 Chairing general meetings

- 34.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 34.2 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:
- 34.2.1 the directors present; or
- 34.2.2 (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.

- 34.3 The person chairing a meeting in accordance with this article 34 is referred to as the "chairman of the meeting".

35 **Attendance and speaking by directors and non-members**

- 35.1 Directors may attend and speak at general meetings, whether or not they are members.
- 35.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

36 **Adjournment**

- 36.1 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.
- 36.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 36.2.1 the meeting consents to an adjournment; or
- 36.2.2 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.
- 36.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 36.4 When adjourning a general meeting, the chairman of the meeting must:
- 36.4.1 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
- 36.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 36.5 If the continuation of an adjourned meeting is to take place more than 30 days after it was adjourned, the company must give at least 14 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 36.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
- 36.5.2 containing the same information which such notice is required to contain.
- 36.6 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.

- 36.7 If at any adjourned meeting the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during the adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.

VOTING AT GENERAL MEETINGS

37 Voting: general

- 37.1 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.
- 37.2 At a general meeting, every member present in person or by proxy or by corporate representative shall (whether on a show of hands or a poll) have one vote, save that:
- 37.2.1 where a member is a Dwelling Owner in respect of more than one Dwelling, he shall have one vote for each Dwelling he is a Dwelling Owner of; and
- 37.2.2 whilst it is a member of the company the Subscriber shall have three votes for every one vote of all the other members present (whether present in person or by proxy or corporate representative); and
- 37.2.3 where a member is a Dwelling Owner of a freehold property he shall not be permitted to vote on a resolution which relates solely to leasehold matters.
- 37.3 On a vote on a written resolution, every member shall have one vote, save that:
- 37.3.1 where a member is a Dwelling Owner in respect of more than one Dwelling, he shall have one vote for each Dwelling he is a Dwelling Owner of; and
- 37.3.2 whilst it is a member of the company the Subscriber shall have three votes for every one vote of all the other members; and
- 37.3.3 where a member is a Dwelling Owner of a freehold property he shall not be permitted to vote on a resolution which relates solely to leasehold matters.

38 Errors and disputes

- 38.1 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.
- 38.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

39 Poll votes

- 39.1 A poll on a resolution may be demanded:
- 39.1.1 in advance of the general meeting where it is to be put to the vote; or

- 39.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 39.2 A poll may be demanded by:
- 39.2.1 the chairman of the meeting;
 - 39.2.2 the directors;
 - 39.2.3 two or more persons having the right to vote on the resolution; or
 - 39.2.4 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.
- 39.3 A demand for a poll may be withdrawn if:
- 39.3.1 the poll has not yet been taken; and
 - 39.3.2 the chairman of the meeting consents to the withdrawal.
- 39.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 40 **Content of proxy notices**
- 40.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 40.1.1 states the name and address of the member appointing the proxy;
 - 40.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 40.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 40.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,
- and a proxy notice which is not delivered in such a manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 40.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 40.3 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.
- 40.4 Unless a proxy notice indicates otherwise, it must be treated as:

- 40.4.1 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
- 40.4.2 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.
- 40.5 In calculating the period referred to in article 40.1.4 no account shall be taken of any part of a day that is not a working day.
- 41 Delivery of proxy notices**
- 41.1 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.
- 42 Amendments to resolutions**
- 42.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 42.1.1 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
- 42.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 42.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 42.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 42.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 42.3 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.

43 Means of communication to be used

- 43.1 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 Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 43.2 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.
- 43.3 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.

44 Company seal and execution of deeds

- 44.1 If the company has a seal then it shall only be used on the authority of the directors or of a committee of directors authorised by the directors.
- 44.2 The directors may decide by what means and in what form any common seal is to be used and may determine who shall execute any instrument as a deed whether or not a seal is affixed to it and unless otherwise determined such an instrument shall be signed by at least one director in the presence of a witness who attests the signature.

45 No right to inspect accounts and other records

- 45.1 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records merely by virtue of being a member.

46 Provision for employees on cessation of business

46. 1 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.

DIRECTORS' INDEMNITY AND INSURANCE

47 **Indemnity**

47.1 Subject to article 47.2, but without prejudice to any indemnity to which a relevant officer is entitled, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

47.1.1 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;

47.1.2 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);

47.1.3 any other liability incurred by that director as an officer of the company or an associated company.

47.2 Article 47.1 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 and any such indemnity is limited accordingly

47.3 In this article 47:

47.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

47.3.2 a "relevant director" means any director or former director of the company or an associated company; and

47.3.3 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 Companies Act 2006), 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).

48 **Insurance**

48.1 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.

48.2 in this article 48:

48.2.1 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 Companies Act 2006), 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);

48.2.2 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

48.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.