

FILE COPY



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

Company Number **13796965**

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

**THE OAKS ESTATE 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 **13th December 2021**



\*N13796965X\*



Companies House



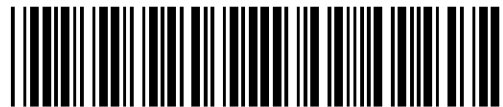
THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01

Application to register a company



Received for filing on the: 08/12/2021

AAIXCYDN

*Company Name in full:* **THE OAKS ESTATE MANAGEMENT COMPANY LIMITED**

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

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

*Proposed Registered Office Address:* **DANDARA HOUSE SNOWDON DRIVE  
WINTERHILL  
MILTON KEYNES  
ENGLAND MK6 1BP**

*Sic Codes:* **68320**

*Principal activity description:* **Management of real estate on a fee or contract basis**

*I wish to adopt entirely bespoke model articles.*

## ***Proposed Officers***

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### ***Company Secretary     1***

*Type:* **Corporate**  
*Name:* **PREMIER ESTATES LIMITED**  
*Principal / Business Address:* **72-74 KING EDWARD STREET  
MACCLESFIELD  
CHESHIRE  
UNITED KINGDOM SK10 1AT**

### ***UK Limited Company***

*Registration Number:* **03607568**

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

## Company Director 1

Type: **Person**  
Full Forename(s): **TREVOR**  
Surname: **DEMPSEY**  
Service Address: **recorded as Company's registered office**  
Country/State Usually Resident: **ENGLAND**

Date of Birth: **\*\*/09/1979** Nationality: **BRITISH**  
Occupation: **MANAGING DIRECTOR**

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

## Company Director 2

Type: **Person**  
Full Forename(s): **SIMON JAMES**  
Surname: **PENDLEBURY**  
Service Address: **recorded as Company's registered office**  
Country/State Usually Resident: **ENGLAND**

Date of Birth: **\*\*/06/1974** Nationality: **BRITISH**  
Occupation: **SALES AND MARKETING DIRECTOR**

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

## Company Director 3

Type: **Person**  
Full Forename(s): **JAMES ANTHONY**  
Surname: **HORNE**  
Service Address: **recorded as Company's registered office**  
Country/State Usually Resident: **ENGLAND**

Date of Birth: **\*\*/12/1985** Nationality: **BRITISH**  
Occupation: **FINANCE DIRECTOR**

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

## Company Director 4

Type: **Person**  
Full Forename(s): **CHRISTOPHER JAMES**  
Surname: **HIGGINS**  
Service Address: **recorded as Company's registered office**  
Country/State Usually Resident: **ENGLAND**

Date of Birth: **\*\*/03/1983** Nationality: **BRITISH**  
Occupation: **DEVELOPMENT DIRECTOR**

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

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

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

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**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**

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## ***Relevant Legal Entity (RLE) details***

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*Company Name:* **DANDARA NORTHERN HOME COUNTIES LIMITED**

*Service Address:* **DANDARA HOUSE SNOWDON DRIVE  
WINTERHILL  
MILTON KEYNES  
ENGLAND  
MK6 1BP**

*Legal Form:* **PRIVATE LIMITED COMPANY**

*Governing Law:* **COMPANIES ACT 2006**

*Register Location:* **UK REGISTER OF COMPANIES**

*Country/State:* **ENGLAND**

*Registration Number:* **12505968**

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



## ***Statement of Guarantee***

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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:* **DANDARA NORTHERN HOME COUNTIES LIMITED**

*Address* **DANDARA HOUSE SNOWDON DRIVE  
WINTERHILL  
MILTON KEYNES  
ENGLAND  
MK6 1BP**

*Amount Guaranteed* **1**

## ***Statement of Compliance***

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

*Name:* **DANDARA NORTHERN HOME COUNTIES LIMITED**  
*Authenticated* **YES**

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## ***Authorisation***

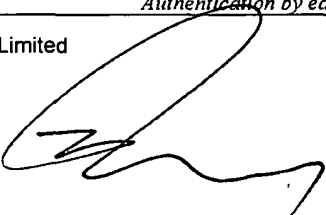
*Authoriser Designation:* **subscriber** *Authenticated* **YES**

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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of The Oaks Estate Mangagement 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.

<i>Name of each subscriber</i>	<i>Authentication by each subscriber</i>
Dandara Northern Home Counties Limited	 For and on behalf of Dandara Northern Home Counties Limited

Dated

6 DECEMBER 2021

COMPANIES ACT 2006  
ARTICLES OF ASSOCIATION  
OF  
THE OAKS ESTATE MANAGEMENT COMPANY LIMITED  
(the "Company")

PART 1  
PRELIMINARY AND LIMITATION OF LIABILITY

**Preliminary**

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.

**Defined terms and interpretation**

1. In these articles, unless the context requires otherwise:

"Act" means the Companies Act 2006 (as amended);

"Affordable Housing" means Affordable Housing as defined in the Section 106 Agreement;

"appointor" has the meaning given in article 27(1);

"articles" means the Company's articles of association;

"bankruptcy" includes individual insolvency proceedings and in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"chairman" has the meaning given in article 15(2);

"chairman of the meeting" has the meaning given in article 37(3);

"Completion" means the earlier of:

a) the sale by the Developer of the final available Housing Unit such that every Housing Unit has been sold by way of freehold transfer to a Householder or the RP; and

b) the Developer (at its sole discretion) voluntarily resigning from membership of the Company pursuant to article 32(1);

"Developer" means Dandara Northern Home Counties Limited a company incorporated in England (registered number 12505968) whose registered office is at Dandara House, Swindon Drive, Winterhill, Milton Keynes MK6 1BP;

"Developer's Director" means a director who has been appointed by the Developer under article 23(4);

"Development" means the land on the south east side of Yelow Lane, Sharnbrook registered at the Land Registry under title number BD313992;

"director" means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called;

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

"electronic form" and "electronic means" have the meanings given to them in section 1168 of the Act;

"eligible director" means:

a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and

b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

"Householder" means the person, persons or body who holds or hold a freehold interest in a Housing Unit other than a RP and so that whenever two or more such persons are for the time being joint holders of such freehold interest in any Housing Unit they shall for the purposes of these articles be deemed to constitute one "Householder";

"Housing Unit" means a residential unit of accommodation on the Development, including dwelling houses, apartments, maisonettes and flats, and references to a "Housing Unit" shall be construed accordingly;

"member" has the meaning given in section 112 of the Act;

"non-disclosable interest" has the meaning given in article 21(2);

"objects" means the objects of the Company as are set out in article 2;

"ordinary resolution" has the meaning given in section 282 of the Act;

"participate" in relation to a directors' meeting, has the meaning given in article 13;

"proxy notice" has the meaning given in article 43(1);

"Property Owner" means:

a) a Householder; or

b) a RP holding the freehold interest in any Housing Unit (and to which c) below is not applicable);  
or

c) a lessee of a Shared Ownership Lease upon that lessee staircasing to 100% in respect of a Housing Unit;

"RP" means a registered provider;

"Section 106 Agreement" means the planning agreement under section 106 of the Town and Country Planning Act 1990 dated 30 January 2020 between (1) Bedford Borough Council; and (2) Corri Josephine Thelwall and Denison Land & Planning Limited;

"Shared Ownership Lease" means a shared ownership lease of a Housing Unit that is of Affordable Housing;

"special resolution" has the meaning given in section 283 of the Act;

"subsidiary" has the meaning given in section 1159 of the Act;

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

"working day" has the meaning given in section 1173(1) of the Act; and

"writing" and "written" 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.

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

If, and for so long as, the Company has only one director, all references in these articles to "directors" (other than in those provisions which govern the decision-making by directors and directors' interests) shall be construed as a reference to that sole director.

References in these articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with article 51.

References to numbered "articles" are references to numbered provisions in these articles.

Headings in these articles are used for convenience only and shall not affect the meaning of these articles.

## **Objects and powers of the Company**

2. –

- (1) The Company's powers shall be restricted to the objects for which the Company is established, such objects being:
- (a) to acquire, hold, manage, maintain, administer, improve, exchange, deal with and sell or transfer the freehold and leasehold properties comprised in the Development including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, grounds and communal garden and open space areas, drains, sewers, lighting, security, swales, ditches, watercourses, balancing ponds, attenuation areas, weirs, streams and their banks and associated facilities and to lay out, provide for and maintain in good order the Development and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Development;
  - (b) to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges of any kind over or in respect of any property which may be deemed necessary, convenient or desirable for any of the purposes of the Company and to improve, develop, sell, lease, licence, accept, surrender or dispose of or otherwise deal with all or any part the Development or of such other property and any and all rights of the Company therein or thereto;
  - (c) to enter into leases, deeds, covenants, easements, wayleaves, licences, options and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Development and the Property Owners thereof;
  - (d) to collect all rents, charges and other income and pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Development or any part thereof;
  - (e) to provide services of every description in relation to the Development and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Development and arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land and gardens and grounds comprised in the Development and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing agents whatsoever in relation thereto;
  - (f) to insure the Development 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 and any other risks which it may consider prudent or desirable to insure against;
  - (g) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined;
  - (h) 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 any part of the Company's property or assets (whether present or future), and also by similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding upon it;
  - (i) to lend money or advance credit with or without security, upon such terms as the Company may approve, and to guarantee or secure the payment of any moneys or the performance of any obligation by any person;
  - (j) to take part in the formation, management, supervision or control of the Company and for that purpose to appoint and remunerate any directors, professional advisors, consultants, experts or agents and to pay all or any expenses incurred in connection with these activities;
  - (k) to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;

- (l) to carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects;
  - (m) subject to the terms of the articles, to distribute any property of the Company in kind amongst the members of the Company;
  - (n) to do all or any of the things or matters aforesaid either alone or in conjunction with as trustee or agent, agents, for others or by or through trustees, managing agents brokers, statutory or public authorities and either with or without the intention or object of profit and whether gratuitously or otherwise; and
  - (o) to do all such other things as are incidental to or conducive to the attainment of the above objects or any of them.
- (2) None of the objects set forth in any sub-clause of article 2(1) shall be restrictively construed and none of the sub-clauses of article 2(1) and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause.

#### **Liability of members**

3. 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**

### **OFFICERS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **Directors' general authority**

4. 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 which are as set out in article 2.

##### **Directors' power to require the members to pay capital contributions**

5. The directors may establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's business and may require the members to contribute towards such reserves or funds at such time, in such amounts and in such manner as the members shall approve by ordinary resolution and may invest and deal with such monies not immediately required as they may from time to time determine.

##### **Members' reserve power**

6.—

- (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**

7.—

(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles and which are not specifically reserved to the directors only:

- (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 or territories; 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**

8.—

(1) 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 decision-making by directors.

(2) 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.

## **DECISION-MAKING BY DIRECTORS**

### **Directors to take decisions collectively**

9.—

(1) The general rule about decision-making by directors is that any decision of the directors must be:

- (a) a majority decision at a meeting;
- (b) a majority decision by a directors' written resolution adopted in accordance with article 10; or
- (c) a unanimous decision taken in accordance with article 11.

(2) If, and for so long as, the Company has only 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.

(3) Subject to article 16(4), each director participating in a decision of the directors (whether at a meeting of the directors (in accordance with article 16) or by way of written resolution (in accordance with article 10) or by way of a unanimous decision (in accordance with article 11)), has one vote.

### **Directors' written resolutions**

10.—

(1) Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.

(2) Subject to article 10(3), a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.



- (3) Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.
- (4) A proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting. Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.
- (5) A director, or any other person who is an alternate director, may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director, if relevant) on behalf of each of his appointors who:
  - (a) have not signed or are not to sign the directors' written resolution; and
  - (b) are eligible directors in relation to the directors' written resolution,provided that: (i) the alternate director is himself an eligible director in relation to the directors' written resolution; and (ii) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.

#### **Unanimous decisions**

##### **11.—**

- (1) A unanimous 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. Once a unanimous decision of the directors has been taken, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.
- (2) A decision may not be taken on a matter in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such meeting.
- (3) A director, or any other person who is an alternate director, may participate in a unanimous decision of the directors (in addition to participating in his capacity as a director, if relevant) on behalf of each of his appointors who:
  - (a) are not participating in the unanimous decision; and
  - (b) are eligible directors in relation to the decision,provided that: (i) the alternate director is himself an eligible director in relation to the decision; and (ii) those persons actually participating in the unanimous decision of the directors would have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

#### **Calling a directors' meeting**

##### **12.—**

- (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) Subject to article 12(4), notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.

- (4) Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

#### **Participation in directors' meetings**

##### **13.—**

- (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**

##### **14.—**

- (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) Subject to article 14(3), the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed at any other number shall be two.
- (3) Until Completion the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed at any other number shall be one.
- (4) A person who is an alternate director but not a director may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):
- (a) is not participating in the decision at the directors' meeting; and
  - (b) would have been an eligible director in relation to the decision if he had been participating in it.

But this does not apply if, in accordance with the articles, an alternate director is not himself an eligible director in relation to the decision.

- (5) No alternate, whether a director or any other person, may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting.

#### **Chairing of directors' meetings**

##### **15.—**

- (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) After Completion, the directors may terminate the chairman's appointment at any time.
- (4) If the directors have not appointed a chairman, or 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.

#### **Voting at directors' meetings**

##### **16.—**

- (1) A decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting.
- (2) Subject to the articles, each director participating in a decision at a directors' meeting has one vote.

- (3) A director, or any other person, who is an alternate director shall have one vote (in addition to his own vote as a director, if relevant) on any decision at a directors' meeting for each of his appointors who:
- (a) are not participating in the decision at the directors' meeting; and
  - (b) would have been eligible directors in relation to the decision if they had been participating in it.

But this does not apply if, in accordance with the articles, an alternate director is not himself an eligible director in relation to the decision.

- (4) If the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting has a casting vote. But this does not apply if, in accordance with the articles, the chairman or other director chairing the meeting is not an eligible director in relation to the decision.

### **Participating and voting when director interested**

#### **17.—**

- (1) Where a director has a conflict of interests, that director shall only be counted as participating for quorum and voting purposes in respect of a decision at a directors' meeting to authorise that conflict under section 175 of the Act if, in accordance with section 175(6) of the Act:
- (a) any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and
  - (b) the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.
- (2) Without prejudice to the obligations of any director:
- (a) to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Act; and
  - (b) to disclose any interest in accordance with article 21(1),
- and subject always to article 17(1) and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.
- (3) Subject to article 17(4), if a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), 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.
- (4) If any question arises at a directors' meeting as to the right of the chairman to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), 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 for quorum or voting purposes.

### **Directors' discretion to make further rules**

18. 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.

### **Records of directors' decisions to be kept**

19. 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' INTERESTS**

### **Transactions or arrangements with the Company**

20. Subject to compliance with the Act (including sections 177 (*Duty to declare interest in proposed transaction or arrangement*) and 182 (*Declaration of interest in existing transaction or arrangement*)) of

the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

#### **Directors' conflicts of interest**

##### **21.—**

- (1) Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act:
  - (a) to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
  - (b) to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);
  - (c) to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme);
  - (d) to enter into, or otherwise be interested in, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company);
  - (e) to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
  - (f) in the case of a Developer's Director, to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, the Developer or any group undertaking of the Developer; and
  - (g) in the case of a director other than a Developer's Director, to be a Property Owner.
- (2) A "non-disclosable interest" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of, and this shall include any conflicting interest which may arise as a result of a director being a Property Owner, or being the representative of a Property Owner, the Developer or a Developer's Director.
- (3) The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:
  - (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
  - (b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and
  - (c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.
- (4) If a matter, office, employment, position, transaction or arrangement or interest has been authorised either pursuant to article 21(1) or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information relating to such matter, office, employment, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, position, transaction or arrangement or interest.

## **Accounting for profit when interested**

### **22.—**

- (1) Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Act:
  - (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;
  - (b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
  - (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.
- (2) Subject always to the obligation of the director to disclose his interest in accordance with article 21(1) and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:
  - (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to article 21(1) or by the directors for the purposes of section 175 of the Act;
  - (b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
  - (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

## **DIRECTORS' TERMS OF OFFICE**

## **Methods of appointing directors**

### **23.—**

- (1) Subject to articles 23(2) and 23(4) to 23(7), 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,provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these articles as the maximum number of directors and does not preclude any member from exercising their right to appoint a director pursuant to article 23(6).
- (2) In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) has the right, by notice in writing to the Company, to appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice.
- (3) For the purposes of article 23(2), where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- (4) Until Completion, the Developer may by notice in writing to the Company appoint any amount of Developer's Directors and may by like notice remove any of the Developer's Directors and may appoint another person in his place. For the avoidance of doubt the first directors of the Company shall be deemed to be validly appointed by the Developer as Developer's Directors in accordance with this article and no person other than a Developer's Director shall be a director prior to Completion. Following Completion all Developer's Directors then holding office shall cease to be directors upon the appointment of at least two members as replacement directors, pursuant to article 23(6).
- (5) Every director must be a natural person and every director (other than a Developer's Director) must be a member of the Company or (where the member of the Company is not a natural person) a natural person representative of that member.

- (6) Following Completion, but not before, only members of the Company shall be entitled (subject to article 23(5)) to be directors. Any appointment of a director in accordance with this article 23(6) shall be made by written notice to the Company, such notice to be given by the member wishing to be a director. An appointment under this article 23(6) shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice. If two or more persons jointly co-own a Housing Unit they may nominate only one of themselves to be a director. Where a person is a Property Owner as the owner for the time being of two or more Housing Units, then he shall only have one vote in respect of his membership of the board of directors of the Company and article 31(7) shall be construed accordingly.
- (7) Until Completion and thereafter, unless otherwise determined by ordinary resolution, the number of directors shall not be less than two.

#### **Termination of director's appointment**

24. 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 Act including pursuant to section 168 of the Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition or arrangement 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) notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) not being a Developer's Director, he ceases to be a member of the Company or (if he is a natural person representative of a corporate member of the Company) the corporate member for which he is the natural person representative ceases to be a member of the Company; or
- (h) in the case of a Developer's Director:
  - (i) the Developer gives notice to the Company that the Developer's Director is to be removed as a Developer's Director pursuant to article 23(4); or
  - (ii) replacement directors are appointed following Completion in accordance with article 23(4).

#### **Directors' remuneration**

25.—

- (1) Directors may undertake any services for the Company that the directors decide.
- (2) No director (other than a Developer's Director) shall be entitled to any remuneration from the Company.

#### **Directors' expenses**

26. The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## ALTERNATE DIRECTORS

### Appointment and removal of alternate directors

#### 27.—

(1) Any director (other than an alternate director) ("appointor") may appoint as an alternate any person willing to act to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.

(2) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

(3) The notice must:

- (a) identify the proposed or existing alternate; and
- (b) in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

(4) A person may act as an alternate for more than one director.

### Rights and responsibilities of alternate directors

#### 28.—

(1) Except as the articles specify otherwise, alternate directors:

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

(2) Subject to the articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive (disregarding, for these purposes, any absence of such appointor from the United Kingdom), unless the alternate director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

### Termination of alternate directorship

29. An alternate director's appointment as an alternate for an appointor terminates:

- (a) when that appointor removes his alternate director in accordance with article 27;
- (b) on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- (c) on the death of that appointor;
- (d) when that appointor's appointment as a director terminates; or
- (e) when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.

## COMPANY SECRETARY

### Secretary's terms of office

30. The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

## PART 3

### MEMBERS

#### BECOMING AND CEASING TO BE A MEMBER

### Membership

#### 31.—

- (1) Save in respect of the Developer who shall not be required to complete an application for membership in order to become a member, no person shall become a member of the Company unless that person has completed an application for membership in a form approved by the directors and has submitted a copy of the same to the managing agent appointed by the Developer from time to time.
- (2) For the purposes of registration, the number of members of the Company shall be unlimited.
- (3) Every Property Owner who applies in writing to the Company shall, on being entered in the register of members, be a member of the Company.
- (4) Subject to article 31(1) and 31(5), no person other than the following may be a member of the Company:
  - (a) the Developer; or
  - (b) a Property Owner.
- (5) Neither article 31(4) nor this article 31(5) may be amended unless all of the then members agree to such amendment.
- (6) Where two or more persons constitute a Householder, they shall together constitute one member, and the person first named in the register of members may exercise all voting and other rights and powers vested in that member to the exclusion of the other owners of the Housing Unit. All such persons shall be subject jointly and severally to any liability imposed on that member under or pursuant to the articles.
- (7) Where a person is a Property Owner of more than one Housing Unit or has multiple capacities as a Property Owner and/or Developer he shall (except where any article provides otherwise) be treated under the articles as a separate member in respect of each of his several capacities as Property Owner or Developer as the case may be, save as provided in articles 33 and 40.
- (8) If and as soon as a Property Owner ceases to be a Property Owner he shall in relation to his capacity as a Property Owner not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the Company on and from the date when he ceased to be a Property Owner (which for the avoidance of doubt shall be the date on which the freehold in the relevant Housing Unit is sold).

### Termination of membership

#### 32.—

- (1) Subject to article 36(3), the Developer may by written notice to the Company resign from membership of the Company at any time, provided that there are two other members.
- (2) A member of the Company will cease to be a member in the following circumstances:
  - (a) if he is the Developer, upon resignation or immediately after Completion; or
  - (b) if he is a Property Owner, on the transfer, transmission or sale of the freehold title to the relevant Housing Unit,but will continue in any other capacity he may have as Developer or Property Owner.
- (3) A Property Owner may not cease to be a member of the Company except in accordance with the articles.



- (4) Membership is not transferable.
- (5) Subject to article 32(6), a person's membership terminates when that person dies or ceases to exist.
- (6) The personal representative or trustee in bankruptcy of a member of the Company who has died or who is bankrupt and who is registered or entitled to be registered at the Land Registry as the co-owner of a Housing Unit may, upon such evidence being produced as the board of directors of the Company may properly require, elect by written notice to the Company to become a member of the Company in place of the deceased or bankrupt member. Such a personal representative or trustee in bankruptcy shall have all the rights and be subject to all the liabilities to which he would be entitled and be subject if he were a member of the Company except that he shall not, before being registered as a member of the Company, be entitled to vote at any meeting of the Company.

PART 4  
DECISION-MAKING BY MEMBERS  
WRITTEN RESOLUTIONS

**Written resolutions**

**33.—**

- (1) Subject to articles 33(2) to 33(4), a resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of the Act.
- (2) Subject to articles 33(3) and 33(4), in relation to a resolution of the members proposed to be passed as a written resolution pursuant to article 33(1), every member shall have one vote and article 31(7) shall apply.
- (3) Until Completion (but not after), and notwithstanding article 33(2), the Developer shall have 10,000 votes in relation to any resolution of the members proposed to be passed as a written resolution pursuant to article 33(1).
- (4) Where a RP is a Property Owner of two or more Housing Units that are of Affordable Housing and rented, it shall only have one vote in respect of its membership of those Housing Units and article 31(7) shall be construed accordingly.

GENERAL MEETINGS  
ORGANISATION OF GENERAL MEETINGS

**Calling general meetings**

**34.—**

- (1) If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.
- (2) If, and for so long as, the Company has only a single member, such member shall be entitled at any time to call a general meeting.
- (3) A member present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

**Attendance and speaking at general meetings**

**35.—**

- (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**

**36.—**

- (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.
- (2) Until Completion, one person entitled to vote upon the business to be transacted at the meeting pursuant to article 40, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum provided that the Developer or its proxy or its duly authorised representative must be present for a quorum to be constituted.
- (3) After Completion, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

#### **Chairing general meetings**

**37.—**

- (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 general 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 within 10 minutes of the time at which the meeting was due to start), the meeting, must, until Completion, appoint a Developer's Director (if present and willing to do so) or, if no Developer's Director is present and willing to do so, any other representative of the Developer to chair the meeting and must, on or after Completion, appoint a director or member to chair the meeting.

The appointment of the chairman of the meeting must be the first business of the meeting.

- (3) The person chairing a general meeting in accordance with this article is referred to as "the chairman of the meeting".

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

**38.—**

- (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**

### **39.—**

- (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. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.
- (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 seven clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting):
  - (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
  - (b) in the same manner in which such notice is required to be given and 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**

### **40.—**

- (1) Subject to articles 40(2) to 40(7), 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) Subject to article 40(4), on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote, and article 31(7) shall not apply.
- (3) Subject to articles 40(4) and 40(5), on a poll every member shall have one vote and article 31(7) shall apply.
- (4) Until Completion (but not after), and notwithstanding articles 40(2) and 40(3), the Developer shall have 10,000 votes on either a show of hands or a poll.
- (5) Where a RP is a Property Owner of two or more Housing Units that are of Affordable Housing and rented, on a poll it shall only have one vote in respect of its membership of those Housing Units and article 31(7) shall be construed accordingly.
- (6) No member shall be entitled to cast a vote either on a show of hands or on a poll when he is not qualified to be a member of the Company under article 31(4).

- (7) In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

### **Errors and disputes**

#### **41.—**

- (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**

#### **42.—**

- (1) A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
- (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) a person or persons representing not less than 10 per cent 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.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **Content of proxy notices**

#### **43.—**

- (1) Proxies may only validly be appointed by a notice in writing ("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 or adjourned 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 otherwise determine;
  - (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates; and
  - (e) is received by the Company no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy relates or such later time as the directors may determine.
- (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**

##### **44.—**

- (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. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:
  - (a) on a show of hands, be invalid; and
  - (b) on a poll, be invalid.
- (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 received by the Company before the commencement 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.
- (5) When two or more valid but different proxy notices are received in respect of the same member for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that member. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that member.

#### **Corporate representatives**

**45.** Where a member that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act:

- (a) a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and
- (b) a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

#### **Amendments to resolutions**

##### **46.—**

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS

#### **Form of notice**

47. Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing.

#### **Notices to the Company**

48. Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

- (a) by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;
- (b) by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;
- (c) by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or
- (d) by any other means authorised in writing by the Company.

#### **Notices to members and transmitters**

49.—

(1) Any notice, document or other information may be served on or sent or supplied to any member:

- (a) personally;
- (b) by sending it through the post in a prepaid envelope addressed to the member at his registered address;
- (c) by delivering it by hand to or leaving it at that address in an envelope addressed to the member;
- (d) by sending or supplying it by electronic means to an address notified by the member to the Company from time to time for that purpose; or
- (e) by any other means authorised in writing by the relevant member.

(2) Nothing in article 49(1) shall affect any provision of the Act requiring offers, notices or documents to be served on or sent or supplied to a member in a particular way.

(3) In the case of joint members:

- (a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and
- (b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

(4) Notices, documents or other information to be served on or sent or supplied to a transmitter may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him. Articles 49(1) and 51 shall apply to any notice, document or information so served, sent or supplied as if references in those articles to:

(a) "member" are to the transmittee; and

(b) a member's "registered address" or "address" are to the address so supplied.

This article 49(4) is without prejudice to paragraph 17 of schedule 5 to the Act.

#### **Notices to directors**

50. Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

- (a) personally;
- (b) (other than a notice of a proposed directors' written resolution) by word of mouth;
- (c) by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;
- (d) by delivering it by hand to or leaving it at that address in an envelope addressed to him;
- (e) by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or
- (f) by any other means authorised in writing by the director.

#### **Service of notices on members or directors**

51. Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

- (a) addressed to a member or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:
  - (i) (if prepaid as first class) 24 hours after it was posted;
  - (ii) (if prepaid as second class) 48 hours after it was posted;
  - (iii) (if prepaid as airmail) 72 hours after it was posted;and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;
- (b) not sent by post, but addressed to a member or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left;
- (c) served, sent or supplied to a member or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;
- (d) served, sent or supplied by any other means authorised in writing by the member or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

#### **Dividends and other distributions**

52. The Company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this article 52 shall prevent the payment of proper remuneration and expenses in accordance with articles 25 and 26.

#### **No right to inspect accounts and other records**

53. 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 or documents merely by virtue of being a member.

## DIRECTORS' INDEMNITY AND INSURANCE

### **Directors' indemnity and insurance**

**54.** To the extent permitted by the Act, the Company may:

- (a) indemnify any director of the Company or of any associated company against any liability; and
- (b) purchase and maintain insurance against any liability for any director of the Company or of any associated company.