

**FILE COPY**



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

Company Number **14453438**

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

**ENGINE POOL VIEW LTD**

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

Given at Companies House, Cardiff, on **31st October 2022**



\*N14453438J\*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**(ef)

**Application to register a company**



Received for filing in Electronic Format on the: **31/10/2022**

*XBFT7J69*

*Company Name in full:*

**ENGINE POOL VIEW LTD**

*Company Type:*

**Private company limited by guarantee**

*Situation of Registered Office:*

**England and Wales**

*Proposed Registered Office Address:*

**C/O HARRISON CLARK RICKERBYS 5 DEANSWAY  
WORCESTER  
WORCESTERSHIRE  
UNITED KINGDOM WR1 2JG**

*Sic Codes:*

**98000**

*The company's articles are restricted*

## *Proposed Officers*

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*Company Secretary*     *1*

*Type:*                                 **Person**

*Full Forename(s):*                 **MR GREGORY LEWIS**

*Surname:*                             **WHITE**

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

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

## *Company Director* 1

*Type:* **Person**  
*Full Forename(s):* **MR GREGORY LEWIS**  
*Surname:* **WHITE**  
*Service Address:* **recorded as Company's registered office**  
*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/08/1980** *Nationality:* **BRITISH**  
*Occupation:* **DIRECTOR**

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

## *Company Director* 2

*Type:* **Person**  
*Full Forename(s):* **MR ALAN LEONARD**  
*Surname:* **HANLIN**  
*Service Address:* **recorded as Company's registered office**  
*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/06/1951** *Nationality:* **BRITISH**  
*Occupation:* **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:* **ENGINE HOUSE CONSTRUCTION LIMITED**

*Service Address:* **167A WOOD LANE EARLSWOOD  
SOLIHULL  
B94 5JL**

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

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

*Register Location:* **REGISTRAR OF COMPANIES (ENGLAND & WALES)**

*Country/State:* **ENGLAND**

*Registration Number:* **12487823**

*Nature of control*

**The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.**

## *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:* **ENGINE HOUSE CONSTRUCTION LIMITED**

*Address* **167A WOOD LANE EARLSWOOD  
SOLIHULL  
B94 5JL**

*Amount Guaranteed* **GBP1**

## *Statement of Compliance*

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

*Name:* **ENGINE HOUSE CONSTRUCTION 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 ENGINE POOL VIEW LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

<b>Name of each subscriber</b>	<b>Authentication</b>
ENGINE HOUSE CONSTRUCTION LIMITED	Authenticated Electronically

Dated: 31/10/2022

COMPANY NO.

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**ENGINE POOL VIEW LTD**  
**(the "Company")**

Interpretation, objects and limitation of liability

**1 INTERPRETATION**

The following definitions and rules of interpretation apply in these Articles:

**1.1 Definitions:**

**"Act"** means the Companies Act 2006;

**"Articles"** means the Company's articles of association for the time being in force;

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

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**"chairman of the board"** has the meaning given in article 12.3;

**"chairman of the general meeting"** has the meaning given in article 20.4;

**"Common Parts"** means all of the property at the Development (including any enlargement of the Development) to be transferred to the ownership of the Company including but not limited to all landscaped areas including any boundary walls or fences within the Development, the roads and any other areas and facilities

intended to be used in by common the Houses with such additions or variations as the Company may determine from time to time;

**"Conflict"** means a 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. The following are not to be regarded as giving rise to a Conflict:

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company;
- (b) subscription, or an agreement to subscribe, for securities of the Company or to underwrite, sub-underwrite or guarantee subscription for any such securities;
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company which do not provide special benefits for directors or former directors;
- (d) in the case of a Developer's Director, his employment by, directorship of or other office with or having any interest in the Developer (or being the Developer); and
- (e) the director being an Owner and/or Member;

**"Developer"** means Engine House Construction Limited;

**"Developer's Director"** means a director of the Company who has been appointed by the Developer under article 8.1, and for the avoidance of doubt the Developer may be a Developer's Director;

**"Developer Member"** has the meaning given in article 18.1.1;

**"Development"** means the land situated at Wood Lane, Earlswood, Solihull, B94 5JL and the buildings to be constructed thereon, and each and every part of the land and buildings including any additions, alternations and improvements and extensions and/or other variations thereto from time to time;;

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

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

"**electronic form**" has the meaning given in section 1168 of the Act;

"**Eligible Director**" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding, in relation to the authorisation of a Conflict pursuant to article 14, any director whose vote is not to be counted in respect of the particular matter);

"**Eligible Member**" has the meaning given in section 289 of the Act;

"**Handover Date**" has the meaning given in article 24.1;

"**House**" means one of the freehold houses on the Development;

"**Interested Director**" has the meaning given in article 14.1;

"**Member**" means a person whose name is entered as a member in the register of members of the Company, and **Membership** shall be construed accordingly;

"**Member Director**" has the meaning given in article 8.3.1;

"**Memorandum**" means the Company's memorandum of association;

"**Model Articles**" means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles, and reference to a numbered **Model Article** is a reference to that article of the Model Articles;

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

"**Owner**" means a freehold owner or joint owner for the time being of a House;

"**Owner Member**" has the meaning given in article 18.1.2;

"**participate**" means in relation to a directors' meeting, has the meaning given in Model Article 10;

"**proxy notice**" has the meaning given in Model Article 31;

"**secretary**" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

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

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

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles. Save where the context otherwise requires they replace the headings in the Model Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the word's description, definition, phrase or term preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
  - 1.8.1 1 (Defined terms);
  - 1.8.2 2 (Liability of members);
  - 1.8.3 8 (Unanimous decisions);
  - 1.8.4 9(1) and (3) (Calling a directors' meeting);
  - 1.8.5 11(2) and (3) (Quorum for directors' meetings);

- 1.8.6 12 (Chairing of directors' meetings);
  - 1.8.7 13 (Casting vote);
  - 1.8.8 14(1), (2), (3) and (4) (Conflicts of interest);
  - 1.8.9 17 (Methods of appointing directors);
  - 1.8.10 18 (Termination of director's appointment);
  - 1.8.11 19 (Directors' remuneration);
  - 1.8.12 20 (Directors' expenses);
  - 1.8.13 21 (Applications for membership);
  - 1.8.14 22 (Termination of membership);
  - 1.8.15 24 (Quorum for general meetings);
  - 1.8.16 25 (Chairing general meetings);
  - 1.8.17 30(2) (Poll votes);
  - 1.8.18 31(1)(d) (Content of proxy notices);
  - 1.8.19 35 (Company seals);
  - 1.8.20 36 (No right to inspect accounts and other records);
  - 1.8.21 38 (Indemnity); and
  - 1.8.22 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and

- 1.10.2 the insertion in Model Article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.11 Each of the references in Model Article 14(6) and (7) to “chairman” shall be deemed to be a reference to “chairman of the board”.
- 1.12 In Model Articles 26(2), 27, 29(2), 30(3) and (4) and 33, each of the references to “chairman of the meeting” shall be deemed to be a reference to “chairman of the general meeting”.

## **2 OBJECTS**

- 2.1 The objects for which the Company is established are:
  - 2.1.1 to acquire the Common Parts;
  - 2.1.2 to insure the Common Parts; and
  - 2.1.3 generally to manage and maintain the Common Parts.

## **3 POWERS**

- 3.1 In pursuance of the objects set out in article 2.1, the Company has the power to:
  - 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
  - 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
  - 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or on such investments, securities or property as may be thought fit;

- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan on such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiaries to carry on any trade; and
- 3.1.12 to collect all rents, charges and other income and to pay any rent, services charge, rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Common Parts or any part of it;

- 3.1.13 to provide services of every description in relation to the Common Parts and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Common Parts and to 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, gardens and grounds comprised in the Common Parts and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 3.1.14 to provide or arrange for the provision of services and amenities to or for the benefit of any occupier of any House and the maintenance of the same including (without limitation) the provision of catering dining and restaurant services; domestic assistance; personal services; domiciliary and nursing care and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 3.1.15 to provide or arrange for the provision of services in connection with the refurbishment, letting, sale or other disposal of any part of the Common Parts and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 3.1.16 to make rules and regulations for the members of the Company in relation to the use and control of the Common Parts and/or the occupation and use of any House;
- 3.1.17 to carry out all obligations imposed on the Company by any agreement for transfer of the Common Parts or any transfer of the Common Parts and/or any agreement for transfer of any House;
- 3.1.18 to insure the Common Parts 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;
- 3.1.19 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, to collect such reserves or funds, and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined;

3.1.20 to employ managing agents to discharge the Company's obligations in respect of the Common Parts and/or to enforce covenants in respect of the Common Parts by owners and occupiers; and

3.1.21 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.1.

#### **4 MANAGEMENT CHARGES**

4.1 The Members shall pay such sums to the Company as determined by the directors in their absolute discretion, to be reasonable and necessary for the promotion of the Company's objects.

#### **5 INCOME AND COSTS**

5.1 The income of the Company, from wherever derived, shall be applied solely in promoting the Company's objects and, save on a winding up of the Company, no distribution shall be made to its Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

5.1.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

5.1.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

5.1.3 reasonable and proper rent for premises demised or let by any Member or director; or

5.1.4 reasonable out-of-pocket expenses properly incurred by any director.

5.2 Where the Company is requested by the seller or buyer of a House to give consent to the sale of a House or deal with a deed of covenant as required under the transfer deeds of a House, the Company or its solicitors or agents acting on behalf of the Company, may charge a reasonable fee at the directors' discretion to the seller or buyer of the House for the same.

## **6 GUARANTEE**

6.1 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:

6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;

6.1.2 payment of the costs, charges and expenses of winding up; and

6.1.3 adjustment of the rights of the contributories among themselves.

## **Directors**

### **Appointment of directors**

## **7 NUMBER OF DIRECTORS**

7.1 Unless otherwise determined by members by ordinary resolution, the maximum number of directors shall be four and the minimum number shall be one.

## **8 APPOINTMENT OF DIRECTORS**

### **8.1 Handover**

8.1.1 Until the Handover Date, the board of directors shall only consist of Developer Directors.

### **8.2 Developer Directors**

8.2.1 Until the Handover Date, the Developer may by notice in writing to the Company appoint up to two persons to be a Developer's Director and may, by like notice, remove any Developer's Director and appoint another

person in his place. A Developer's Director need not be a member of the Company.

- 8.2.2 Any Developer Director shall be permitted (without restriction) to disclose to the Developer any information that he may receive or become party to howsoever relating or belonging to the Company, its business or its affairs.
- 8.2.3 Any Developer Director shall be entitled to be a member of any committee of the board from time to time.

### **8.3 Member Directors**

- 8.3.1 Every director appointed on and/or after the Handover Date (other than a director (if any) appointed pursuant to article 8.3.5) must be an Owner Member (**Member Director**).
- 8.3.2 Subject to articles 8.1.1, 8.3.1, 8.3.3 and 8.3.5, 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:
  - 8.3.2.1 by ordinary resolution; or
  - 8.3.2.2 by a decision of the directors.
- 8.3.3 In any case where, as a result of death, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.
- 8.3.4 For the purpose of article 8.3.3, where two or more Members die in circumstances rendering uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
- 8.3.5 The directors may at any time and from time to time appoint as a director of the Company any person who is willing to act as a director and who is permitted by law to do so provided that not more than one director is appointed under this article 8.3.5 shall hold office at any one time.

## **9 TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as:

- 9.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- 9.1.2 a bankruptcy order is made against that person;
- 9.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 9.1.4 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;
- 9.1.5 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;
- 9.1.6 that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office; or
- 9.1.7 if he is a Developer's Director by the Developer sending notice in writing to the Company at its registered office terminating his appointment; or
- 9.1.8 not being a Developer's Director or a director appointed pursuant to article 8.3.5, he ceases to be a Member.

### **Decision-making by directors**

## **10 UNANIMOUS DECISIONS**

- 10.1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

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 if the Eligible Directors would not have formed a quorum at such a meeting.

## **11 QUORUM FOR DIRECTORS' MEETINGS**

11.1 The quorum for the transaction of business at a meeting of directors is any two Eligible Directors. If and so long as the Company only has one director, he or she may act as sole director exercising all the powers, authorities and discretions vested in the directors generally and Model Articles 8 to 13 inclusive shall not apply.

11.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 14 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

11.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

11.3.1 to appoint further directors; or

11.3.2 to call a general meeting so as to enable the Members to appoint further directors.

## **12 CHAIRING OF DIRECTORS' MEETINGS**

12.1 The directors may appoint a director to chair their meetings.

12.2 Prior to the Handover Date, the person so appointed must be a Developer's Director.

12.3 The person so appointed for the time being is known as the chairman of the board.

12.4 After the Handover Date:

12.4.1 the directors may terminate the appointment of chairman of the board at any time; and

12.4.2 if the chairman of the board is not participating in a directors' meeting within ten minutes of the time it was to start, the participating directors must appoint one of themselves to chair it.

### 13 CASTING VOTE

13.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman of the board has a casting vote.

13.2 Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman of the board or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

### 14 DIRECTORS' CONFLICTS OF INTEREST

14.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty to avoid conflicts of interest under section 175 of the Act.

14.2 Any authorisation under this article 14 shall be effective only if:

14.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

14.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

14.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

14.3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently):

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

- 14.3.2 provide that the Interested Director be excluded from the receipt of documents and information and from participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - 14.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 14.3.4 impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 14.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 14.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 14.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 14.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 14.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 14.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 14.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 14.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - 14.7.3 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 existing or proposed transaction or arrangement in which he is interested;
  - 14.7.4 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;
  - 14.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
  - 14.7.6 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 Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

**15 RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **16 DIRECTORS' REMUNERATION**

Except with the consent of the Company in general meeting, the directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

## **17 DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:

17.1.1 meetings of directors or committees of directors;

17.1.2 general meetings; or

17.1.3 separate meetings of the holders of any class of Members or 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.

**Members: Becoming and ceasing to be a member**

## **18 MEMBERSHIP**

18.1 No person may be a Member other than:

18.1.1 the Developer or a nominee or nominees of the Developer (the "Developer Member"); and

18.1.2 an Owner ("Owner Member").

18.2 Developer Members and Owner Members shall constitute separate classes of Membership.

- 18.3 Every Owner who has signed a written consent to be admitted as a member of the Company shall be entitled to be registered as an Owner Member of the Company.
- 18.4 The signature by a person or persons of an agreement for a transfer of House or a deed of covenant in favour of the Company, which results in them becoming an Owner, and which states that they shall become a member of the Company, shall constitute a written consent within the meaning of Article 18.3.
- 18.5 Where two or more persons are jointly the Owners of a House, they together constitute one Owner Member, and the person whose name first appears on the register of members of the Company shall be entitled to vote. All such Owners shall be subject jointly and severally to any liability imposed on that Owner Member under or pursuant to the Articles.
- 18.6 Where a person is an Owner of more than one House, he shall (except where the Articles provide otherwise) be treated under the Articles as a separate Owner Member in respect of each House he owns.
- 18.7 Membership shall not be transferrable.
- 18.8 A mortgagee in possession is entitled to be registered as a member in place of an Owner on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that Owner's House and an official copy of the Charges Register of Title to the House showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the Owner shall cease to be a member of the Company and the mortgagee in possession shall be entered in the Register of Members of the Company in place of that Owner.
- 18.9 If a member dies or is adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being, be an Owner.
- 18.10 Subject to Articles 18.8 and 18.9,
- 18.10.1 an Owner Member may not resign while holding, whether alone or jointly with others, an interest in any House, and

- 18.10.2 an Owner Member shall cease to be a member on the disposal by him of his interest in a House and in the registration of a successor.

#### Organisation of general meetings

### **19 QUORUM FOR GENERAL MEETINGS**

- 19.1 No business other than the appointment of the chairman of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 19.2 Until such date as the Developer Member ceases to be a member of the Company, one qualifying person (as defined in section 318(3) of the Act) shall be a quorum, namely:
- 19.2.1 the Developer;
  - 19.2.2 a nominee of the Developer;
  - 19.2.3 a person appointed as the proxy of the Developer or a nominee of the Developer in relation to the meeting; or
  - 19.2.4 where the Developer or a nominee of the Developer is a corporation, a person authorised under section 323 of the Act to act as its representative in relation to the meeting.
- 19.3 With effect from the Handover Date, the quorum shall be two members of the Company so entitled present in person or by proxy.

### **20 CHAIRING GENERAL MEETINGS**

- 20.1 If the directors have appointed a chairman of the board, the chairman of the board shall chair general meetings if present and willing to do so.
- 20.2 If the directors have not appointed a chairman of the board, or if the chairman of the board is unwilling to chair a general meeting or is not present within ten minutes of the time at which the meeting was due to start:
- 20.2.1 the directors present, or
  - 20.2.2 (if no directors are present) the meeting,

- must, until the Handover Date, 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 director or Member to chair the meeting and must, on or after the Handover Date, appoint a director or Member to chair the meeting.
- 20.3 The appointment of the chairman of the general meeting must be the first business of the meeting.
- 20.4 The person chairing a meeting in accordance with this Article is referred to as **the chairman of the general meeting**.

#### Voting at general meetings

### **21 VOTES OF MEMBERS**

#### 21.1 Until the Handover Date:

- 21.1.1 Every Member is entitled to receive notice of and attend a general meeting;
- 21.1.2 Only the Developer Member shall be entitled to vote on any resolution at a general meeting and on a written resolution.

#### 21.2 After the Handover Date:

- 21.2.1 Subject to Article 21.2.2, on a written resolution and poll vote every Owner Member has one vote in respect of each House of which he is the Owner;
- 21.2.2 No Owner Member may vote on any resolution unless all moneys currently due and payable by that member to the Company have been paid.

### **22 POLL VOTES**

- 22.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 22.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

## **23 PROXIES**

- 23.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words “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”.
- 23.2 Article 31(1) of the Model Articles shall be further amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid , unless the directors, in their discretion, accept the notice at any time before the meeting” as a new paragraph at the end of that Model Article.

## **24 HANDOVER DATE**

- 24.1 As soon as reasonably practicable after the Common Parts are transferred to the ownership of the Company, the Developer Member shall cease to be a member of the Company and contemporaneously, the Developer’s Directors shall all resign and directors shall be appointed pursuant to article 8.3 (the date on which these changes are effected being the "Handover Date"), and the Company shall provide written notice of the same to the Members.

Company secretary and company name

## **25 SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on 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.

## **26 CHANGE OF COMPANY NAME**

The name of the Company may be changed by:

- 26.1.1 a decision of the directors; or
- 26.1.2 a special resolution of the Members

or otherwise in accordance with the Act.

#### Administrative arrangements

### **27 MEANS OF COMMUNICATION TO BE USED**

27.1 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

27.2 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.

27.3 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.

### **28 INSPECTION AND COPYING OF ACCOUNTS AND OTHER RECORDS**

28.1 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 or documents merely by virtue of being a Member. However, this article 28.1 shall apply only until the Handover Date.

28.2 After the Handover Date, the following shall apply in place of article 28.1:

28.2.1 In addition to, and without derogation from, any right conferred by statute, a Member shall have the right, on reasonable notice, at reasonable times and at such place as shall be convenient to the Company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Company, on payment of any reasonable charge for copying.

28.2.2 Such right shall be subject:

28.2.2.1 to any resolution of the Company in general meeting; and

28.2.2.2 in the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material the disclosure of which would be contrary to the interests of the Company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the Member) and to any other reasonable conditions that the directors may impose.

## **29 INDEMNITY AND INSURANCE**

29.1 Subject to article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

29.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution or discharge of his duties, or in relation to them; and

29.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 29.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

29.2 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.

29.3 In this article 29:

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

29.3.2 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 of the Company or associated company; and

29.3.3 a relevant officer means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).