

FILE COPY



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

Company Number **12232735**

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

**66 ST AUGUSTINES AVENUE MANAGEMENT LIMITED**

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

Given at Companies House, Cardiff, on **30th September 2019**



\* N12232735C \*



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **27/09/2019**

X8EV8600

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<i>Company Name in full:</i>	<b>66 ST AUGUSTINES AVENUE MANAGEMENT LIMITED</b>
<i>Company Type:</i>	<b>Private company limited by guarantee</b>
<i>Situation of Registered Office:</i>	<b>England and Wales</b>
<i>Proposed Registered Office Address:</i>	<b>66 ST AUGUSTINES MANAGEMENT DEVONSHIRE HOUSE 29-31 ELMFIELD ROAD BROMLEY UNITED KINGDOM BR1 1LT</b>
<i>Sic Codes:</i>	<b>98000</b>

## ***Proposed Officers***

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### ***Company Secretary 1***

**Type:** Corporate  
**Name:** PRIME MANAGEMENT (PS) LIMITED  
**Principal / Business Address:** DEVONSHIRE HOUSE 29-31 ELMFIELD ROAD  
BROMLEY  
BR1 1LT

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

**Register Location:** UNITED KINGDOM  
**Registration Number:** 08226965

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

## ***Company Director      1***

**Type:** **Person**

**Full Forename(s):** **MR NICHOLAS ROBERT**

**Surname:** **FARRELL**

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

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

**Date of Birth:** **\*\*/11/1989** **Nationality:** **BRITISH**

**Occupation:** **PROJECT  
MANAGER**

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

## ***Company Director      2***

**Type:** **Person**

**Full Forename(s):** **MRS ALLA**

**Surname:** **STARIKOVA**

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

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

**Date of Birth:** **\*\*/11/1950** **Nationality:** **BRITISH**

**Occupation:** **RETIRED**

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

***Company Director***      **3**

*Type:* **Person**

**Full Forename(s):** MR PRITIPAL, PAUL

**Surname:** SINGH

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

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

*Date of Birth:* **\*\*/03/1982** *Nationality:* **BRITISH**

**Occupation:** IT PROFESSIONAL

*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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## ***Individual Person with Significant Control details***

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***Names:*** **MR NICHOLAS ROBERT FARRELL**

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

***Date of Birth:*** **\*\*/11/1989** ***Nationality:*** **BRITISH**

***Service address recorded as Company's registered office***

***The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.***

<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.</b>
<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>



## ***Individual Person with Significant Control details***

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***Names:*** **MRS ALLA STARIKOVA**

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

***Date of Birth:*** **\*\*/11/1950** ***Nationality:*** **BRITISH**

***Service address recorded as Company's registered office***

***The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.***

<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.</b>
<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>

## ***Individual Person with Significant Control details***

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***Names:*** **MR PRITIPAL, PAUL SINGH**

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

***Date of Birth:*** **\*\*/03/1982** ***Nationality:*** **BRITISH**

***Service address recorded as Company's registered office***

***The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.***

<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50 % of the shares in the company.</b>
<i>Nature of control</i>	<b>The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The person 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.

<i>Name:</i>	<b>NICHOLAS ROBERT FARRELL</b>
<i>Address</i>	<b>66 ST AUGUSTINES MANAGEMENT DEVONSHIRE HOUSE 29-31 ELMFIELD ROAD BROMLEY BR1 1LT</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>ALLA STARIKOVA</b>
<i>Address</i>	<b>66 ST AUGUSTINES MANAGEMENT DEVONSHIRE HOUSE 29-31 ELMFIELD ROAD BROMLEY BR1 1LT</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>PRITIPAL, PAUL SINGH</b>
<i>Address</i>	<b>66 ST AUGUSTINES MANAGEMENT DEVONSHIRE HOUSE 29-31 ELMFIELD ROAD BROMLEY BR1 1LT</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>

## ***Statement of Compliance***

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

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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## COMPANY NOT HAVING A SHARE CAPITAL

### Memorandum of Association of

66 St Augustines Avenue Management Limited

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

Name of each subscriber	Authentication by each subscriber
Mr Nicholas Robert Farrell	Mr Nicholas Robert Farrell
Mrs Alla Starikova	Mrs Alla Starikova
Mr Pritipal, Paul Singh	Mr Pritipal, Paul Singh

Dated 27/9/2019

**The Companies Act 2006**

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**ARTICLES OF ASSOCIATION  
OF  
66 ST AUGUSTINES AVENUE MANAGEMENT LIMITED**

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**A private company limited by guarantee**

**Company Number:**

**Date of Incorporation:**

DMH Stallard LLP  
Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ



**66 St Augustines Avenue Management Limited**

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## Part 1: Interpretation and Limitation of Liability

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### Preliminary

- 1.1 The model Articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "**Model Articles**") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the Articles set out below shall be the Articles of Association of the Company (the "**Articles**").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 13, 14, 19(5), 21, 22(1) and 30(4) do not apply to the Company.

### Defined terms

- Article 1** In the Articles, unless the context requires otherwise:
- "**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- "**Chairman**" has the meaning given in article 12;
- "**Chairman of the meeting**" has the meaning given in article 25;
- "**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
- "**Director**" means a director of the company, and includes any person occupying the position of director, by whatever name called;
- "**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;
- "**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;
- "**Member**" has the meaning given in section 112 of the Companies Act 2006;
- "**ordinary resolution**" has the meaning given in section 282 of the Companies Act 2006;
- "**participate**", in relation to a directors' meeting, has the meaning given in article 10;
- "**proxy notice**" has the meaning given in article 31;
- "**special resolution**" has the meaning given in section 283 of the Companies Act 2006;
- "**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006;
- "**the Estate**" means the freehold land at 66 St Augustines Avenue, South Croydon, CR2 6JJ, now or formerly comprised in title number SGL518738;

**"Unit"** means any commercial, industrial or residential Unit comprised in the Estate and/or comprised in any property held, managed or administered by the Company from time to time;

**"Unitholder"** means the person or persons to whom a lease (with an unexpired term of not less than 12 months) of a Unit has been granted or assigned or who holds the freehold of a Unit and so that whenever two or more persons are for the time being Unitholders of a Unit they shall for the purposes of these Articles be deemed to constitute one Unitholder; 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.

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

## **Liability of Members**

- Article 2** 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.

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## **Part 2: Directors**

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### **Directors' Powers and Responsibilities**

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

- Article 3** Subject to the Articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

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

- Article 4**
- (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**

- Article 5**
- (1) Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters 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**

- Article 6**
- (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 the taking of decisions 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**

- Article 7**
- (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.
  - (2) If:
    - (a) the company only has one director, and
    - (b) no provision of the Articles requires it to have more than one director,the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

### **Unanimous decisions**

- Article 8**
- (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
  - (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

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

- Article 9**
- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
  - (2) Notice of any directors' meeting must indicate:
    - (a) its proposed date and time;
    - (b) where it is to take place; and
    - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
  - (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
  - (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

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

- Article 10**
- (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**

- Article 11**
- (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) Model Article 11 (2) is modified, such that the quorum for directors' meetings may be fixed from time to time by a decision of the directors. In the event there is only one director, the quorum for a meeting shall be one. If there is

more than one director appointed, the quorum shall be two, unless the directors decide otherwise.

- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
  - (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the Members to appoint further directors.

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

- Article 12**
- (1) The directors may appoint a director to chair their meetings.
  - (2) The person so appointed for the time being is known as the chairman.
  - (3) The directors may terminate the chairman's appointment at any time.
  - (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

### **Casting vote**

- Article 13**
- (1) If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting shall not have a casting vote.

### **Conflicts of interest**

- Article 14**
- (1) Provided a director 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;
    - (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
    - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
    - (c) shall be entitled to vote at a meeting of directors (or at a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
    - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
    - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise (directly or indirectly) interested; and

- (f) 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 178 of the Act.

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

**Article 15** The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

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

**Article 16** Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **Appointment of Directors**

### **Methods of appointing directors**

- Article 17**
- (1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
    - (a) by ordinary resolution, or
    - (b) by a decision of the directors.
  - (2) In any case where, as a result of death, the company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.
  - (3) For the purposes of paragraph (2), where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

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

- Article 18** A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - (e) notification is received by the company from the director that the director is



resigning from office, and such resignation has taken effect in accordance with its terms.

### **Directors' remuneration**

- Article 19**
- (1) Directors may undertake any services for the company that the directors decide.
  - (2) Directors are entitled to such remuneration as the directors determine:
    - (a) for their services to the company as directors, and
    - (b) for any other service which they undertake for the company.
  - (3) Subject to the Articles, a director's remuneration may:
    - (a) take any form, and
    - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
  - (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

### **Directors' expenses**

- Article 20**
- 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,
  - (d) or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

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## **Part 3: Members**

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### **Becoming and Ceasing to be a Member**

#### **Applications for Membership**

- Article 21**
- (1) The subscribers to the Memorandum of Association shall be Members of the Company. A subscriber may nominate any person to succeed him as a Member of the Company and any person so nominated (other than a Unitholder) shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as prescribed in articles 21(1) and 22(5), no person shall be admitted as a Member of the Company other than a Unitholder.

- (2) The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in article 22(2) below.

## **Termination of Membership**

- Article 22** (1) Each subscriber to the Memorandum of Association and any person nominated to be a Member under article 21(1) above or article 22(5) below shall, if not himself a Unitholder, cease to be a Member upon the earlier of:-
- (a) the date falling six months after the date on which each subscriber to the Memorandum of Association (and any person nominated to be a Member under article 21(1) above or article 22(5) below) shall have disposed of the whole of its interest in the Estate; and
  - (b) the delivery of written resignation of Membership by any such Members addressed to the Company.
- (2) The provisions of sections 113, 121 and 128 of the 2006 Act shall be observed by the Company and every Member of the Company other than the subscribers to the Memorandum of Association (and Members nominated pursuant to articles 21(1) or 22(5) as successors to the subscriber Members or their nominees) shall either sign a written consent to become a Member in the form prescribed by the Company's directors or sign the register of Members on becoming a Member. If two or more persons are together a Unitholder each shall so comply, they shall together constitute one Member and the person whose name first appears in the register of Members shall exercise the voting powers vested in such Member provided always that any dispute as to Membership and/or voting entitlement shall be determined by the directors of the Company.
- (3) A Unitholder shall cease to be a Member on the registration as a Member of the successor to his Unit and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any Unit.
- (4) If a Member other than a subscriber Member and any person nominated to be a Member under article 21(1) shall die or be 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 a Unitholder.
- (5) If a subscriber Member or a person nominated to be a Member under article 21(1) shall die or be adjudged bankrupt then such Member shall immediately cease to be a Member and the remaining subscriber Members and/or persons nominated to be Members under article 21(1) (or, if there are no such persons or they fail to make an appointment within three months of the relevant death or bankruptcy, the directors) shall be entitled (by majority vote) to nominate any person to succeed such deceased or bankrupt Member and such nominated person shall have the same power to nominate a person to succeed him as if he had been a subscriber.

## **Organisation of General Meetings**

### **Attendance and speaking at general meetings**

- Article 23** (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) Model Article 23(2) is modified, such that 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, subject to the provisions of article 28 below; 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**

**Article 24** 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.

### **Chairing general meetings**

- Article 25**
- (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
  - (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
    - (a) the directors present, or
    - (b) (if no directors are present), the meeting, must appoint a director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
  - (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

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

- Article 26**
- (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**

- Article 27**
- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a

meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
  - (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must:
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
  - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **Voting at General Meetings**

### **Voting: general**

#### **Article 28**

Model Article 28 is modified by the addition of articles 28(2) and 28(3):

- (1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- (2) For so long as the subscribers are Members of the Company, the Unitholders shall not be entitled to vote on any resolution put to the vote of a general meeting unless the subscribers otherwise agree in writing.
- (3) No Member may vote on a resolution in general meeting unless all moneys currently due and payable by that Member to the Company have been paid.

### **Errors and disputes**

#### **Article 29**

- (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**

### **Article 30**

- (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 one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal.

## **Content of proxy notices**

### **Article 31**

- (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - (a) states the name and address of the Member appointing the proxy;
  - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) allowing the person appointed under it as a proxy discretion as to

how to vote on any ancillary or procedural resolutions put to the meeting, and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **Delivery of proxy notices**

- Article 32**
- (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
  - (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
  - (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
  - (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **Amendments to resolutions**

- Article 33**
- (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.

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## **Part 4: Administrative Arrangements**

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### **Means of communication to be used**

- Article 34**
- (1) Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
  - (2) Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
  - (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **Company seals**

- Article 35**
- (1) Any common seal may only be used by the authority of the directors.
  - (2) The directors may decide by what means and in what form any common seal is to be used.
  - (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
  - (4) For the purposes of this article, an authorised person is:
    - (a) any director of the company;
    - (b) the company secretary (if any); or
    - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

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

- Article 36**
- 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.

### **Provision for employees on cessation of business**

- Article 37**
- The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection

with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

### **Directors' Indemnity and Insurance**

#### **Indemnity**

- Article 38**
- (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against:
    - (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
    - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
    - (c) any other liability incurred by that director as an officer of the company or an associated company.
  - (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
  - (3) In this article:
    - (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
    - (b) a "relevant director" means any director or former director of the company or an associated company.

#### **Insurance**

- Article 39**
- (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
  - (2) In this article:
    - (a) a "relevant director" means any director or former director of the company or an associated company,
    - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
    - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.