



**FILE COPY**

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

Company Number **10542101**

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

**13, 14, 15 AND 16 CUSACK CLOSE TWICKENHAM  
LIMITED**

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

Given at Companies House on **29th December 2016**



**\*N105421011\***



**Companies House**



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

IN01

# Application to register a company



Companies House

033120140

A fee is payable with this form.  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register a  
private or public company

☒ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership. To do  
this, please use form A202. You may  
use this form if a company has  
with significant changes to its  
or has applied for a change of  
having their details recorded in the  
public register. Companies House  
companieshouse.gov.uk  
separate form

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



A23 20/12/2016 #428  
COMPANIES HOUSE

## Part 1 Company details

A1

### Company name

Check if a company name is available by using our name availability search:

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

13, 14, 15 AND 16 CUSACK CLOSE TWICKENHAM  
LIMITED

For official use

--	--	--	--	--	--	--	--

#### → Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

#### ① Duplicate names

Duplicate names are not permitted.  
A list of registered names can  
be found on our website. There  
are various rules that may affect  
your choice of name. More  
information on this is available in  
our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A2

### Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

#### ② Company name restrictions

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A3

### Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative

#### ③ Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements or private  
companies that are charities are  
eligible to apply for this. For more  
details, please go to our website  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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Company type<sup>1</sup>

Please tick the box that describes the proposed company type and members' liability (only one box must be ticked)

- ☐ Public limited by shares  
☒ Private limited by shares  
☐ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

<sup>1</sup> Company type

If you are unsure of your company's type, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A5

Principal business activity

Please show the trade classification code number(s) for the principal activity or activities <sup>2</sup>

Classification code 1	7	4	9	9	0
Classification code 2	9	8	0	0	0
Classification code 3					
Classification code 4					

If you cannot determine a code, please give a brief description of the company's business activity below

Principal activity description


<sup>2</sup> Principal business activity

You must provide a trade classification code (SIC code 2007) or a description of your company's main business in this section

A full list of the trade classification codes is available on our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A6

Situation of registered office<sup>3</sup>

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

<sup>3</sup> Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

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**A7****Registered office address ①**

Please give the registered office address of your company

Building name/number 16

Street CUSACK CLOSE

Post town TWICKENHAM

County/Region MIDDLESEX

Postcode T W 1 4 T B

**① Registered office address**

You must ensure that the address shown in this section is consistent with the situation indicated in section A6

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

**A8****Articles of association ②**

Please choose one option only and tick one box only

Option 1 I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2 I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3 ☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

② For details of which company type can adopt which model articles, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A Community Interest Company (CIC) cannot adopt model articles. If you are incorporating a CIC you must tick option 3 and attach a copy of the bespoke articles

**A9****Restricted company articles ③**

Please tick the box below if the company's articles are restricted

☒**③ Restricted company articles**

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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**Part 2****Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

**Secretary****B1****Secretary appointments**

Please use this section to list all the secretary appointments taken on formation.  
For a corporate secretary, complete Sections C1-C4.

Title*	MS
Full forename(s)	RUTH ELIZABETH
Surname	HARVEY
Former name(s) <sup>2</sup>	

**1 Corporate appointments**

For corporate secretary appointments, please complete section C1-C4 instead of section B.

**Additional appointments**

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**2 Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**B2****Secretary's service address**

Building name/number	16
Street	CUSACK CLOSE
Post town	TWICKENHAM
County/Region	MIDDLESEX
Postcode	T W 1 4 T B
Country	ENGLAND

**1 Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

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**Corporate secretary****C1 Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

**Registered or principal address**  
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**C2 Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?

- Yes Complete **Section C3 only**  
→ No Complete **Section C4 only**

**C3 EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

**C4 Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E4

Title*	MS
Full forename(s)	RUTH ELIZABETH
Surname	HARVEY
Former name(s) ②	
Country/State of residence ③	ENGLAND
Nationality	BRITISH
Month/year of birth ④	X X 0 8 1 9 5 5
Business occupation (if any) ⑤	UNIVERSITY PROFESSOR

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Month and year of birth**

Please provide month and year only.

**⑤ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑥**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	16
Street	CUSACK CLOSE
Post town	TWICKENHAM
County/Region	MIDDLESEX
Postcode	T W 1 4 T B
Country	ENGLAND

**⑥ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

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Application to register a company

**Director****D1****Director appointments ①**Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E4

Title*	MR
Full forename(s)	MICHAEL JOSEPH
Surname	FOLEY
Former name(s) ②	
Country/State of residence ③	ENGLAND
Nationality	IRISH (REPUBLIC OF IRELAND)
Month/year of birth ④	X X    m1 m1    y1 y9 y7 y0
Business occupation (if any) ⑤	DIRECTOR

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Month and year of birth**

Please provide month and year only.

**⑤ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑥**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	15
Street	CUSACK CLOSE
Post town	TWICKENHAM
County/Region	MIDDLESEX
Postcode	T W 1    4 T B
Country	ENGLAND

**⑥ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.



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Application to register a company

Director

D1

Director appointments <sup>1</sup>

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E4

Title*	MS
Full forename(s)	NURIA
Surname	OUTEIRAL SANUDO
Former name(s) <sup>2</sup>	
Country/State of residence <sup>3</sup>	ENGLAND
Nationality	SPANISH
Month/year of birth <sup>4</sup>	X X m1 m0 y1 y9 y7 y3
Business occupation (if any) <sup>5</sup>	

**1 Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**2 Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**3 Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**4 Month and year of birth**

Please provide month and year only.

**5 Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

D2

Director's service address <sup>6</sup>

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	15
Street	CUSACK CLOSE
Post town	TWICKENHAM
County/Region	MIDDLESEX
Postcode	T W 1 4 T B
Country	ENGLAND

**6 Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

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**Corporate director****E1 Corporate director appointments ①**

Please use this section to list all the corporate directors taken on formation

Name of corporate  
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**E2 Location of the registry of the corporate body or firm**

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete **Section E3 only**→ No Complete **Section E4 only****E3 EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/  
firm is registered ③

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

**E4 Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the  
corporate body  
or firm

Governing law

If applicable, where  
the company/firm is  
registered ④If applicable, the  
registration number**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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## Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below.

→ No Go to Part 4 (Statement of guarantee)

F1

### Statement of capital

Complete the table(s) below to show the share capital

Complete a separate table for each currency (if appropriate) For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'

Continuation pages

Please use a continuation page if necessary

Currency	Class of shares	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount to be unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
Complete a separate table for each currency	E g Ordinary/Preference etc			

#### Currency table A

£ 4	ORDINARY	4	£ 4	
Totals		4	£ 4	£ 4

#### Currency table B

Totals				

#### Currency table C

Totals				

	Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
Totals (including continuation pages)	4	£ 4	£ 4

❶ Please list total aggregate values in different currencies separately  
For example £100 + €100 + \$10 etc

F2

**Statement of capital** (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Section F1**

Class of share

**ORDINARY SHARES OF £ 1 EACH**Prescribed particulars  
①

**1 EACH SHARE CARRIES THE RIGHT TO ONE VOTE AT ANNUAL GENERAL MEETING OF THE COMPANY AND OTHER MEETINGS OF THE COMPANY,**

**2 NO SHARE HAS THE RIGHT TO A DIVIDEND OR PARTICIPATE IN DISTRIBUTION OF INCOME,**

**3 EACH SHARE HAS AN EQUAL RIGHT TO PARTICIPATE IN A NON-INCOME DISTRIBUTION INCLUDING ON WINDING UP,**

**4 THE SHARES ARE NOT TO BE REDEEMED AND ARE NOT LIABLE TO BE REDEEMED AT THE OPTION OF THE COMPANY OR THE SHAREHOLDER**

**① Prescribed particulars of rights attached to shares**

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

**Continuation pages**

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Class of share		
Prescribed particulars ❶		<p>❶ <b>Prescribed particulars of rights attached to shares</b></p> <p>The particulars are</p> <ul style="list-style-type: none"> <li>a particulars of any voting rights, including rights that arise only in certain circumstances,</li> <li>b particulars of any rights, as respects dividends, to participate in a distribution,</li> <li>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li> <li>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder</li> </ul> <p>A separate table must be used for each class of share</p> <p><b>Continuation pages</b></p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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**F3**

## Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) to be unpaid on each share (including the nominal value and any share premium)	Amount to be paid on each share (including the nominal value and any share premium)
<b>Name</b> <b>MR MICHAEL HOSEPH FOLEY</b>	ORDINARY	2	STERLING	£ 1	£ 2	£ 2
<b>Address</b> <b>15 CUSACK CLOSE</b> <b>TWICKENHAM</b> <b>MIDDLESEX TW1 4TB</b>						
<b>Name</b> <b>MRS RUTH ELIZABETH HARVEY</b>	ORDINARY	1	STERLING	£ 1	£ 1	£ 1
<b>Address</b> <b>16 CUSACK CLOSE</b> <b>TWICKENHAM</b> <b>MIDDLESEX TW1 4TB</b>						
<b>Name</b> <b>MS NURIA OUTEIRAL SANUDO</b>	ORDINARY	1	STERLING	£ 1	£ 1	£ 1
<b>Address</b> <b>15 CUSACK CLOSE</b> <b>TWICKENHAM</b> <b>MIDDLESEX TW1 4TB</b>						
<b>Name</b>						
<b>Address</b>						

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**Part 4****Statement of guarantee**

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to **Part 5** People with significant control (PSC)

NO

**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

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

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**1 Name**

Please use capital letters

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**3 Amount guaranteed**

Any valid currency is permitted

**4 Class of members**

Only complete this if there will be more than one class of members and if the subscribers are electing to keep members' information on the public register.

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3**Class of member  
(if applicable) **4****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3**Class of member  
(if applicable) **4**

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## Application to register a company

## Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	
Class of member (if applicable) ④	

## Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	
Class of member (if applicable) ④	

## Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	
Class of member (if applicable) ④	

## Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	
Class of member (if applicable) ④	

## ① Name

Please use capital letters

## ② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

## ③ Amount guaranteed

Any valid currency is permitted

## ④ Class of members

Only complete this if there will be more than one class of members and if the subscribers are electing to keep members' information on the public register.

## Continuation pages

Please use a 'Subscribers' continuation page if necessary



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## Part 5 People with significant control (PSC)

Use this Part to tell us about people with significant control or registrable relevant legal entities in respect of the company. Do not use this Part to tell us about any individual people with significant control whose particulars must not be disclosed on the public record. You must use a separate form, which you can get by contacting us [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

If on incorporation there will be someone who will count as a person with significant control (either a registrable person or registrable relevant legal entity (RLE)) in relation to the company, tick the box in H1 and complete any relevant sections. If there will be no registrable person or RLE tick the box in H2 and go to Part 6 Election to keep information on the public register

### H1 Statement of initial significant control<sup>1</sup>

- ☒ On incorporation, there will be someone who will count as a person with significant control (either a registrable person or registrable RLE) in relation to the company

**<sup>1</sup> Statement of initial significant control**  
If there will be a registrable person (which includes 'other registrable persons') or RLE, please complete the appropriate details in sections H, I & J

Please use the PSC continuation pages if necessary

### H2 Statement of no PSC

(Please tick the statement below if appropriate)

- ☐ The company knows or has reason to believe that there will be no person with significant control (either a registrable person or RLE) in relation to the company

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## Individual PSC

H3

## Individual's details

Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company

❶ Country/State of residence  
This is in respect of the usual residential address as stated in section H6

❷ Month and year of birth  
Please provide month and year only

Title*	MR
Full forename(s)	MICHAEL JOSEPH
Surname	FOLEY
Country/State of residence <sup>❶</sup>	ENGLAND
Nationality	IRISH (REPUBLIC OF IRELAND)
Month/year of birth <sup>❷</sup>	X X    m1 m1    y1 y9 y7 y0

H4

Individual's service address<sup>❶</sup>

Please complete the individual's service address below. You must also complete the individual's usual residential address in Section H6

❶ Service address  
This is the address that will appear on the public record. This does not have to be the individual's usual residential address.

If you provide the individual's residential address here it will appear on the public record

Building name/number	15
Street	CUSACK CLOSE
Post town	TWICKENHAM
County/Region	MIDDLESEX
Postcode	T W 1 4 T B
Country	ENGLAND

H7

**Nature of control for an individual<sup>①</sup>**

Please indicate how the individual is a person with significant control over the company

**Ownership of shares**

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☒ 75% or more

**Ownership of voting rights**

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☒ 75% or more

**Ownership of right to appoint/remove directors**

- ☒ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

**Significant influence or control (Only tick if none of the above apply)**

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

<sup>①</sup> Tick each that apply

H8

**Nature of control by a firm over which the individual has significant control<sup>①</sup>**

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

<sup>①</sup> Tick each that apply

H9

**Nature of control by a trust over which the individual has significant control ①**

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply

IN01

Application to register a company

## Individual PSC

H3

## Individual's details

Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company

Title*	MS
Full forename(s)	NURIA
Surname	OUTEIRAL SANUDO
Country/State of residence <sup>①</sup>	ENGLAND
Nationality	SPANISH
Month/year of birth <sup>②</sup>	X X    m1 m0    y1 y9 y7 y3

## ① Country/State of residence

This is in respect of the usual residential address as stated in section H6

## ② Month and year of birth

Please provide month and year only

H4

Individual's service address<sup>①</sup>

Please complete the individual's service address below. You must also complete the individual's usual residential address in Section H6

Building name/number	15
Street	CUSACK CLOSE
Post town	TWICKENHAM
County/Region	MIDDLESEX
Postcode	T W 1    4 T B
Country	ENGLAND

## ① Service address

This is the address that will appear on the public record. This does not have to be the individual's usual residential address.

If you provide the individual's residential address here it will appear on the public record.

**H7****Nature of control for an individual<sup>1</sup>**

Please indicate how the individual is a person with significant control over the company

**Ownership of shares**

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☒ 75% or more

**Ownership of voting rights**

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☒ 75% or more

**Ownership of right to appoint/remove directors**

- ☒ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

**Significant influence or control (Only tick if none of the above apply)**

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

**1** Tick each that apply

**H8****Nature of control by a firm over which the individual has significant control<sup>2</sup>**

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

**2** Tick each that apply

H9

**Nature of control by a trust over which the individual has significant control •**

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

• Tick each that apply

IN01

## Application to register a company

## Relevant legal entity (RLE)

I1

RLE details<sup>①</sup>

Corporate or firm name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Country	

<sup>①</sup> Registered or principal office address

This is the address that will appear on the public record

I2

## Legal form and governing law

Please give details of the legal form of the RLE and the law by which it is governed  
If applicable, please also give details of the register of companies in which it is entered (including the country/state) and its registration number in that register

Legal form	
Governing law	
If applicable, register in which RLE is entered <sup>①</sup>	
Country/State <sup>①</sup>	
Registration number <sup>①</sup>	

<sup>①</sup> Registration number

Where you have provided details of the register (including country/state) where the RLE is registered, you must also provide its number in that register



13

**Nature of control for the RLE <sup>①</sup>**

Please indicate how the RLE has significant control over the company

**Ownership of shares**

The RLE holds, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of voting rights**

The RLE holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of right to appoint/remove directors**

- ☐ The RLE holds the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

**Significant influence or control (only tick if none of the above apply)**

- ☐ The RLE has the right to exercise, or actually exercises, significant influence or control over the company

**① Tick each that apply**

14

**Nature of control by a firm over which the RLE has significant control <sup>①</sup>**

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

**① Tick each that apply**

15

**Nature of control by a trust over which the RLE has significant control <sup>①</sup>**

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a trust and

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

**①** Tick each that apply

IN01

Application to register a company

Other registrable person (ORP)

J1

ORP details

An 'other registrable person' is

- a corporation sole
- a government or government department of a country or territory or a part of a country or territory
- an international organisation whose members include two or more countries or territories (or their governments)
- a local authority or local government body in the UK or elsewhere

Name of ORP

J2

Principal office address ①

Building name/number

Street

Post town

County/Region

Postcode

Country

① Principal office address

This is the address that will appear on the public record

J3

Legal form and governing law

Legal form

Governing law

J4

**Nature of control <sup>①</sup>**

Please show how the ORP has significant control over the company

**① Tick each that apply**

**Ownership of shares**

The ORP holds, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of voting rights**

The ORP holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of right to appoint/remove directors**

- ☐ The ORP holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

**Significant influence or control (Only tick if none of the above apply)**

- ☐ The ORP has the right to exercise, or actually exercises, significant influence or control over the company

J5

**Nature of control by a firm over which the ORP has significant control <sup>①</sup>**

The ORP has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

**① Tick each that apply**

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

J6

**Nature of control by a trust over which the ORP has significant control** •

The ORP has the right to exercise or actually exercises significant influence or control over the activities of a trust and

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

• Tick each that apply

## Part 6 Election to keep information on the public register (if applicable)

The subscribers of a private company can agree to elect to keep certain information on the public register at Companies House, rather than keeping their own registers. Tick the appropriate box to show which information the subscribers are electing to keep on the public register. If the subscribers have not agreed to keep any of this information on the public register, go to Part 7 Consent to Act.

K1

### Election to keep secretaries' register information on the public register <sup>①</sup>

☐ All subscribers elect to keep secretaries' register information on the public register

<sup>①</sup> only applies if the proposed company will have a secretary

K2

### Election to keep directors' register information on the public register

#### IMPORTANT

If the subscribers elect to keep this information on the public register, everyone who is an individual director while the election is in force will have their full date of birth available on the public record <sup>②</sup>

☐ All subscribers elect to keep directors' register information on the public register

<sup>②</sup> If the subscribers don't make this election, only the month and year of birth will be available on the public record

K3

### Election to keep directors' usual residential address (URA) register information on the public register

If the subscribers elect to keep this information on the public register, the URA will not be publicly available

☐ All subscribers elect to keep directors' URA register information on the public register

K4

### Election to keep members' register information on the public register

#### IMPORTANT

If the subscribers elect to keep this information on the public register, everyone who is a member while the election is in place will have their name and address available on the public record

☐ All subscribers elect to keep members' register information on the public register

☐ The company will be a single member company (Tick if applicable)

K5

### Election to keep PSC register information on the public register

#### IMPORTANT

If the subscribers elect to keep this information on the public register, everyone who is an individual PSC while the election is in force will have their full date of birth available on the public record <sup>③</sup>

☐ All subscribers elect to keep PSC register information on the public register

☐ No objection was received by the subscribers from any eligible person <sup>④</sup> within the notice period before making the election

<sup>③</sup> If the subscribers don't make this election, only the month and year of birth will be available on the public record

#### <sup>④</sup> Eligible person

An eligible person is a person whose details would have to be entered in the company's PSC register

IN01

Application to register a company

**Part 7**      **Consent to act****L1****Consent statement**

Please tick the box to confirm consent

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity

**Part 8**      **Statement about individual PSC particulars****M1****Particulars of an individual PSC <sup>①</sup>**

Please tick the box to confirm

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

<sup>①</sup> Only tick this if you have completed details of one or more individual PSCs in sections H3-H9

**Part 9**      **Statement of compliance**

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

- **No**    Go to **Section N1** (Statement of compliance delivered by the subscribers)
- **Yes**    Go to **Section N2** (Statement of compliance delivered by an agent)

**N1****Statement of compliance delivered by the subscribers <sup>①</sup>**

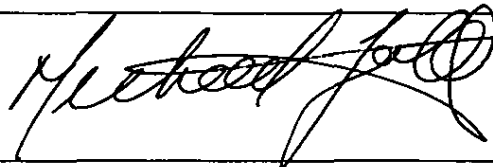
Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

<sup>②</sup> **Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

**X** MJF**X**

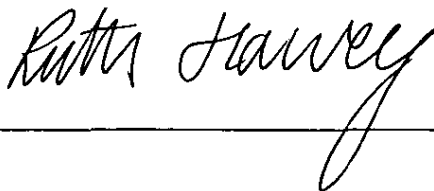
Subscriber's signature

Signature

**X** NOS**X**

Subscriber's signature

Signature

**X** REM**X**

Subscriber's signature

Signature

**X****X**

**Continuation pages**  
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign

IN01

Application to register a company

**N2** Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name **GOWEN & STEVENS LLP**Building name/number **3**Street **THE BROADWAY****CHEAM**Post town **SUTTON**County/Region **SURREY**Postcode **S M 3 8 B Q**Country **ENGLAND**

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

Agent's signature

Signature

**X** *Gowen & Stevens Ltd***X**



IN01

## Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **T GINESI**

Company name **GOWEN & STEVENS LLP**

Address **3 THE BROADWAY**

**CHEAM**

Post town **SUTTON**

County/Region **SURREY**

Postcode **S M 3 8 B Q**

Country **ENGLAND**

DX **200600 CHEAM**

Telephone **020 8661 8611**

**Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A7)  
☒ At the agents address (Given in Section N2)

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses. Day of birth will only be shown on the public record if the subscribers have elected to keep PSC and/or directors' information on the public register

**How to pay**

**A fee is payable on this form**

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

**For companies registered in England and Wales**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Section 243 or 790ZF exemption**

If you are applying for, or have been granted a section 243 or 790ZF exemption, please post this whole form to the different postal address below  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**


**MEMORANDUM OF ASSOCIATION OF "13, 14, 15 AND 16 CUSACK CLOSE  
TWICKENHAM 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 and to take at least one share


Name of Each Subscriber

Michael Joseph Foley

Authentication of Each Subscriber

MJF X   
(Michael Joseph Foley)

Nuria Outeiral Sanudo

NOSx   
(Nuria Outeiral Sanudo)

Ruth Elizabeth Harvey

REHx   
(Ruth Elizabeth Harvey)

Dated.

19/12/2016.

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION OF 13, 14, 15, AND 16 CUSACK**  
**CLOSE TWICKENHAM LIMITED**

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## PART 1

### INTERPRETATION AND LIMITATION OF LIABILITY

#### Defined terms

1. (1) In these Articles unless the context requires otherwise—

‘Act’ means the Companies Act 2006,

‘appointor’ has the meaning given in article 26(1)

‘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 any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

‘chairman’ has the meaning given in article 15

‘chairman of the meeting’ has the meaning given in article 42,

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

‘Conflict’ has the meaning given in article 18,

‘director’ means a director of the company, and includes any person occupying the position of director by whatever name called.

‘document’ includes, unless otherwise specified, any document sent or supplied in electronic form,

‘Dwelling’ or ‘Unit’ means one of the four flatted dwellinghouses comprised in the Property that is to say one of the following 13 Cusack Close, Twickenham, Middlesex TW1 4TB, 14 Cusack Close, Twickenham, Middlesex TW1 4TB, 15 Cusack Close, Twickenham, Middlesex TW1 4TB, and 16 Cusack Close, Twickenham, Middlesex TW1 4TB

‘Dwelling Owner’ or ‘Unit Owner’ means the owner for the time being of a Relevant Estate, and who includes a person who is entitled to be registered at HM Land Registry as an owner of a Relevant Estate

‘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 any director whose vote is not to be counted in respect of the particular matter),

‘fully paid’ in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,

‘hard copy form’ has the meaning given in section 1168 of the Act.

‘holder’ in relation to shares means the person whose name is entered in the register of members as the holder of the shares

‘instrument’ means a document in hard copy form

‘Model Articles’ means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,

‘ordinary resolution’ has the meaning given in section 282 of the Act,

‘paid’ means paid or credited as paid,

‘participate’, in relation to a directors’ meeting, has the meaning given in article 13

“Property” means the freehold interest and the buildings erected on it situated at 13 14 15, and 16 Cusack Close, Twickenham, Middlesex TW1 4TB and which is part of that interest presently registered at HM Land Registry under Title Number MX299785

‘proxy notice’ has the meaning given in article 48,

‘Relevant Estate’ means a long leasehold interest (being a lease granted for a term of over 60 years) for a Dwelling or Unit

‘relevant officer’ means a Director or the secretary or alternate Director,

‘shareholder’ means a person who is the holder of a share,

‘shares’ means shares in the company that is to say ordinary shares of one pound sterling each in the capital of the Company

“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,

‘United Kingdom’ means England, Scotland, Wales and Northern Ireland, and

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

(2) 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

(3) Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

(4) A reference in these Articles to an “article” is a reference to the relevant article of these Articles unless expressly provided otherwise

(5) Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of—

- (a) any subordinate legislation from time to time made under it, and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

(6) Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

(7) The Model Articles shall apply to the company, except in so far as they are modified or excluded by or are inconsistent with these Articles

## **Liability of members**

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them

## PART 2

### STATEMENT OF THE COMPANY'S OBJECTS

#### Company's Objects

3. (1) The object of the Company is to purchase and acquire the Property (whether by agreement or in terms of statute) to hold the Property as an investment for the benefit of the Dwelling owners or Unit owners and shareholders, to enter into long leases for the Dwellings or Units and perform its obligations under the long leases of the Dwellings or Units in the Property and to manage the Property
- (2) To the extent that any of the following are not included in Article 3(1) the Company shall have the following additional objects
- (a) to purchase and own the freehold of the Property,
  - (b) to do all things required in its capacity as freeholder of the Property and carry on the business of property management in respect of the Property and to carry out the services and functions required to be carried out by the Lessor under any of the long leases of the Dwellings or Units comprising the Property ( 'the Services )
  - (c) to grant long leases of units in the Property as well as Deeds of Variation in relation to any Lease for any dwelling or Unit within the Property and any necessary consent in respect of alterations carried out to any dwelling or Unit within the Property,
  - (d) to collect all rents charges and other income and to pay any taxes rates charges duties levies assessments or other outgoings of whatsoever nature charged assessed or imposed on or in respect of the Property or any part thereof,
  - (e) to insure the Property against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the Company and the Property against public liability and any other risks which it may consider prudent or desirable to insure against,
  - (f) to borrow or to raise or secure the payment of money in any manner on any reasonable terms solely for the purpose of carrying out the Services
  - (g) to invest and deal with the moneys of the Company in such manner as the Company may from time to time decide and to hold or otherwise deal with such investments made
  - (h) in connection with the carrying out of the Services to enter into any contract or joint obligation or otherwise become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any reasonable manner on any reasonable terms and for any reasonable purposes whatsoever whether alone or jointly and/or severally with any other company or companies and whether with or without the Company receiving any consideration or advantage
  - (i) to open and operate bank accounts and other facilities for banking and to draw make accept endorse negotiate discount or execute promissory notes bills of exchange cheques and other negotiable instruments
  - (j) to undertake and execute any trust or discretion and to act as trustee in relation to any sums paid to the Company on account of the Services,



- (k) to provide the Services of every description in relation to the Property and to maintain repair renew redecorate repaint clean construct alter and add to the Property and to arrange for the supply to it of services and amenities and the maintenance of the same and to enter into contracts with builders tenants contractors directors and others and managing or other agents whatsoever in relation thereto,
  - (l) 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 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 reasonable manner as may be determined,
  - (m) to pay all expenses incurred in the promotion formation and incorporation of the Company and to contract with any person firm or company to pay the same and
  - (n) to do all such things as are incidental or conducive to the above objects or any of them
- (3) The Objects set forth in each sub-Article of this Article
- (a) shall not be restrictively construed
  - (b) shall be given the widest interpretation,
  - (c) shall not be in any way limited or restricted by reference to or inference from any other object or sub-objects set forth in each sub-Article or from the name of the Company, and
  - (d) shall not be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article

#### **Income**

4. (1) From wherever derived, the income of the Company shall be applied solely in promoting the Company's objects
- (2) Except on a winding up of the Company no distribution shall be made to its Members in cash or otherwise
- (3) The Company may make the following payments if made in good faith
- (a) Any interest on money lent by any Member or any director to the Company at a reasonable and proper rate, or
  - (b) reasonable out-of-pocket expenses properly incurred by any director or the Secretary while acting on behalf of the Company

#### **Entrenched provisions of the Articles of Association**

5. (1) Except with the authority of a 100% Resolution of Members or as hereinafter provided in Article 30 the Company may not sell dispose alienate or charge the Property or any part thereof
- (2) Except with the authority of a 100% Resolution of Members the following Articles may not be amended or repealed
- (a) Article 3 (Objects),
  - (b) Article 4 (Income),
  - (c) this Article 5 (Entrenched Provisions),
  - (d) Article 21(2) (Appointment of Directors),
  - (e) Article 30 (Membership),
  - (f) Article 31 (Further Issue of Shares Authority)
  - (g) Articles 52 and 53 (Indemnity and Insurance), and
  - (h) Model Article 4 (Members' Reserve Power)
- (3) A 100% Resolution of Members is a resolution of the Members passed by all the Members
- (4) A written resolution is only passed as a 100% Resolution of Members if
- (a) it is passed by not less than 100% of the Eligible Members, and
  - (b) the resolution stated that it was proposed as a 100% Resolution of Members
- (5) Subject to Article 5(7), a resolution passed at a meeting on a show of hands is only passed as a 100% Resolution of Members if it is passed by 100% of the votes cast by those entitled to vote.
- (6) Subject to Article 5(7), a resolution passed on a poll taken at a meeting is only a 100% Resolution of Members if it is passed by Members representing not less than 100% of the total voting rights of the Members who (being entitled to do so) vote on the resolution
- (7) With regard to Article 5(5) and 5(6), where a resolution is passed at a meeting the resolution is not a 100% Resolution of Members unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 100% Resolution of Members

## **PART 3**

### **DIRECTORS**

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

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

- 6 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

##### **Shareholders' reserve power**

- 7 (1) The shareholders 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**

- 8 (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**

- 9 (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

- 10 (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 11 (Unanimous decisions)
- (2) Subject to the Articles, each director participating in a directors' meeting has one vote only and the chairman shall not have a casting vote

### Unanimous decisions

- 11 (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, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- (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

### Calling a directors' meeting

- 12 (1) Any director may call a directors' meeting by giving not less than ten business days notice of the meeting (or such lesser notice as all the directors may agree) 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 shall be given to each director 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

- 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 paragraph (3), the quorum for the transaction of business at a meeting of directors is any three eligible directors
- (3) For the purposes of any meeting (or part of a meeting) held pursuant to article 18 to authorise a director's conflict if there is only one director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director
- (4) 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—
- (a) to appoint further directors, or
  - (b) to call a general meeting so as to enable the shareholders to appoint further directors

#### **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) 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**

- 16 If the numbers of votes for and against a proposal at a meeting of directors are equal the chairman or other director chairing the meeting shall not have a casting vote

## Transactions or other arrangements with the company

- 17 (1) Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company—
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested
  - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
  - (c) shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such existing 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 interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
  - (g) 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 176 of the Act
- (2) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- (3) Subject to paragraph (4), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, 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 as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, 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 in the meeting (or that part of the meeting) for voting or quorum purposes

## Directors' Conflicts of Interest

- 18 (1) The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").
- (2) Any authorisation under this article will be effective only if—
- (a) to the extent permitted by the Act, 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;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
  - (c) 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.
- (3) Any authorisation of a Conflict under this article 18 may (whether at the time of giving the authorisation or subsequently)—
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit, and
  - (c) 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 to which they relate to such matters.
- (4) Where the directors authorise a Conflict the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- (5) The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- (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 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.

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

- 19 (1) 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
- (2) 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

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

- 20 Subject to the Articles, the directors may make any reasonable 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**

#### **Number of directors and capacity to act**

- 21 (1) Unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall be not less than three and not more than four
- (2) Only Dwelling Owners or nominees of Dwelling Owners may be appointed Directors and each Dwelling Owner shall for such time as they are a Dwelling Owner have the right to appoint one Director to the Board (being either the Dwelling Owner or a nominee of the same)

#### **Methods of appointing directors**

- 22 (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) Unless approved of by all the Directors, no person shall be appointed and hold office as a director unless and until he or she holds at least one share
- (3) In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so to be a director
- (4) For the purposes of paragraph (3), where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder



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

23. A person ceases to be a director as soon as—

- (a) that person (or his nominee) ceases to be a Dwelling Owner,
- (b) that person ceases to hold at least one share,
- (c) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
- (d) a bankruptcy order is made against that person
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts
- (f) 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,
- (g) 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, or
- (h) in terms of Article 30.11, a mortgagee in possession is entered in the Register of Members in respect of the Director's share

### **Directors' remuneration**

- 24 (1) Directors may undertake any services for the company that the directors decide
- (2) But Directors are not entitled to such remuneration
- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company

### **Directors' expenses**

- 25 The company may pay any reasonable expenses which the directors (including nominees or alternate directors) and the secretary 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 any class of shares 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

### **ALTERNATE DIRECTORS**

#### **Appointment and removal of alternate directors**

- 26 (1) Any director (the 'appointor') may appoint as an alternate any other director, or any

other person approved by resolution of the directors, 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

- (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
- (3) The notice must—
  - (a) identify the proposed alternate and
  - (b) in the case of a notice of appointment contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

#### **Rights and responsibilities of alternate directors**

- 27 (1) An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

- (2) 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

and in particular (without limitation) each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

- (3) A person who is an alternate director but not a director—

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision but does not participate),

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

- (5) An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director

#### **Termination of alternate directorship**

- 28 An alternate director's appointment as an alternate terminates—
- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate
  - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
  - (c) on the death of the alternate's appointor, or
  - (d) when the alternate's appointor's appointment as a director terminates

#### **Secretary**

- 29 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and if the directors so decide, appoint a replacement, in each case by a decision of the directors

## **PART 3**

### **SHARES AND DISTRIBUTIONS**

#### **SHARES**

#### **Membership of the Company**

30. (1) The share capital of the Company shall be divided into four ordinary shares of £1 00 each. No more than four such shares shall be issued
- (2) In the event of the non-payment of moneys due under, or the service of any notice under Section 146 of the Law of Property 1925 as a result of the breach of any covenants contained in, these Articles or any leases or any deeds supplemental thereto or other relevant documentation of, or affecting, a member's Relevant Estate, any voting rights attached to that member's Share shall be automatically and forthwith suspended and such member shall not thereafter be entitled to receive notices of or attend or vote at any General Meeting of the Company unless and until (i) the directors shall determine that the member has satisfactorily complied with all conditions stated in any such Section 146 notice or (ii) relief from forfeiture is granted by a relevant court or (iii) the member has paid in full all monies due under these Articles or any such leases, deeds supplemental thereto or other relevant documentation

- (3) No person may be admitted to membership of the Company other than the Subscribers to the Memorandum and Articles of Association or the Dwelling Owners or Unit Owners and member and members shall be construed accordingly
- (4) Subject to the provisions of the Articles on application by a dwelling owner or unit owner and on reasonable evidence of his/her entitlement to be regarded as the owner of a dwellinghouse or unit being adduced to them the Directors shall register such a person as a member of the Company
- (5) The directors shall procure that only one share shall be issued in respect of each Dwelling or Unit and if a share has been allocated in respect of a grant of a Relevant Estate then no further share may be allocated in respect of any subsequent acquisition or grant of such Relevant Estate
- (6) Where two or more persons are Dwelling Owners of a Dwelling, they 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 person All such Dwelling Owners 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 Dwelling Owner and owns more than one Dwelling he shall (except where these Articles provide otherwise) be treated under the Articles as a separate member in respect of his several capacities as the case may be
- (8) If and as soon as a holder ceases to be a Dwelling Owner, he shall 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 in respect of any shares held by that holder (and of any shares received thereafter by way of rights or on a capitalisation in respect of those shares) on and from the date when he ceased to be a Dwelling Owner (which for the avoidance of doubt shall be the date on which the relevant Relevant Estate with that Dwelling Owner terminates or the transfer of that Dwelling Owners interest takes place) or until the entry in the register of members of the Company of another Dwelling Owner as holder of those shares
- (9) Every holder of a share shall at all times observe and perform the covenants and conditions relating to the maintenance, repair and use of one Dwelling in which he holds a Relevant Estate, which are contained in any lease of his Relevant Estate and/or transfer or assignment of such lease and shall be bound to perform such covenants and conditions as if (if such be not already the case) the same had been entered into directly between the Company and himself
- (10) During his/her ownership of a Dwelling or unit each Member shall be entitled to require the Company to grant to him/her in respect of the Dwelling or unit a long lease for a term of 999 years with the ground rent set at a peppercorn each year and also in modern form to the standards required by the Council of Mortgage Lenders (or the equivalent)

for a nil premium, the surrender of the existing long lease held by the unit owner and payment of the Company's reasonable legal fees and costs

- (11) A mortgagee in possession shall be entitled to be registered as a member in place of a unit owner on serving a Notice in writing to the Company requesting such registration together with a certificate and such other reasonable proof that the mortgagee has taken possession of the unitholder's dwelling or unit as well as an official copy of the Charges Register of Title to the unit 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 Unit 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 unit owner and always provided the Mortgagee indemnifies the Company against all costs fees and legal expenses of the Company in considering, granting and giving effect to the said application

**31. Further issues of shares: no authority**

The directors shall not exercise any power to allot shares or to grant rights to subscribe for or to convert any security into, any shares in the Company

**Powers to issue different classes of share**

- 32 The company may not issue shares which are to be redeemed or are liable to be redeemed at the option of the company or the holder

**Company not bound by less than absolute interests**

- 33 Except as required by law or by the Articles no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the Articles and the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

**Share certificates**

- 34 (1) The company must issue each shareholder free of charge, with one or more certificates in respect of the shares which that shareholder holds
- (2) Every certificate must specify—
- (a) in respect of how many shares, of what class it is issued
  - (b) the nominal value of those shares
  - (c) that the shares are fully paid, and
  - (d) any distinguishing numbers assigned to them
- (3) No certificate may be issued in respect of shares of more than one class
- (4) If more than one person holds a share, only one certificate may be issued in respect of it

- (5) Certificates must—
- (a) have affixed to them the company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts

#### **Replacement share certificates**

- 35 (1) If a certificate issued in respect of a shareholder's shares is—
- (a) damaged or defaced, or
  - (b) said to be lost, stolen or destroyed.
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares
- (2) A shareholder exercising the right to be issued with such a replacement certificate—
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
  - (b) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
  - (c) must comply with such reasonable conditions as to evidence as to entitlement as the directors might reasonably decide

#### **Share transfers**

- 36 (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share except in relation to an application under Article 30 (11)
- (3) The company may retain any instrument of transfer which is registered
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- (5) The directors may refuse to register the transfer of a share and if they do so the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

#### **Transmission of shares**

- 37 (1) If title to a share passes to a transferee, the company may only recognise the transferee as having any title to that share

- (2) A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
  - (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

#### **Exercise of transmittees' rights**

- 38** (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish
- (2) Subject to the terms of the Articles, if the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share and as if the event which gave rise to the transmission had not occurred

#### **Transmittees bound by prior notices**

- 39.** If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer has been entered in the register of members

## **PART 4**

### **DECISION-MAKING BY SHAREHOLDERS**

#### **ORGANISATION OF GENERAL MEETINGS**

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

- 40** (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**

- 41 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**

- 42 (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 shareholder 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'
- (4) The Chairman of the meeting shall not have a casting vote in the event of a tied vote

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

- 43 (1) Directors may attend and speak at general meetings whether or not they are shareholders
- (2) The chairman of the meeting may permit other persons who are not—
  - (a) shareholders of the company, or
  - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
 to attend and speak at a general meeting



## **Adjournment**

- 44** (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**

- 45.** 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

### **Errors and disputes**

- 46** 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

#### **Poll votes**

46. (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 at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- (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**

47. (1) Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which—
- (a) states the name and address of the shareholder appointing the proxy
  - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
  - (c) is signed by or on behalf of the shareholder 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 not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate
- and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting
- (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**

- 48. (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**

- 49. (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

#### Means of communication to be used

50. (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

- (2) Any notice, document or other information shall be deemed served on or delivered to the intended recipient—

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address 48 hours after it was posted or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider)
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, ten hours after the document or information was sent or supplied and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a business day

- (3) In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act
- (4) 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

- (5) 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**

51. (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

### **DIRECTORS INDEMNITY AND INSURANCE**

#### **Indemnity**

52. (1) Subject to paragraph (2), but without prejudice to any indemnity to which a relevant officer is otherwise entitled—
- (a) 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 and/or discharge of his duties or in relation to them
  - (b) 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 58(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure
- (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 '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)

### **Insurance**

- 53.** (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss
- (2) In this article—
- (a) 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),
  - (b) 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