

FILE COPY



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

Company Number **12910969**

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

**3 CLIFTON CRESCENT RESIDENTS MANAGEMENT COMPANY LIMITED**

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

Given at Companies House, Cardiff, on **28th September 2020**



\* N12910969O \*



**Companies House**



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



Companies House

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

**Application to register a company**



Received for filing in Electronic Format on the: **25/09/2020**

X9EBOS54

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<i>Company Name in full:</i>	<b>3 CLIFTON CRESCENT RESIDENTS MANAGEMENT COMPANY LIMITED</b>
<i>Company Type:</i>	<b>Private company limited by guarantee</b>
<i>Situation of Registered Office:</i>	<b>England and Wales</b>
<i>Proposed Registered Office Address:</i>	<b>5 FLEET PLACE LONDON ENGLAND EC4M 7RD</b>
<i>Sic Codes:</i>	<b>98000</b>

***Company Director***      ***1***

Type:	Person		
Full Forename(s):	TIMOTHY DAVID		
Surname:	VINCE		
Service Address:	KING ARTHURS COURT MAIDSTONE ROAD CHARING ASHFORD KENT UNITED KINGDOM TN27 OJS		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/03/1987	Nationality:	BRITISH
Occupation:	OPERATIONS DIRECTOR		

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

## ***Company Director      2***

**Type:** Corporate  
**Name:** CH NOMINEES (ONE) LIMITED  
**Principal / Business Address:** 5 FLEET PLACE  
LONDON  
ENGLAND EC4M 7RD

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

**Register Location:** UNITED KINGDOM  
**Registration Number:** 06006675

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

## ***Company Director      3***

**Type:** Corporate  
**Name:** CH NOMINEES (TWO) LIMITED  
**Principal / Business Address:** 5 FLEET PLACE  
LONDON  
ENGLAND EC4M 7RD

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

**Register Location:** UNITED KINGDOM  
**Registration Number:** 06006860

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

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

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

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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

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***Company Name:*** TEXO DEVELOPMENTS LIMITED

***Service Address:*** KING ARTHURS COURT MAIDSTONE ROAD  
CHARING  
ASHFORD  
KENT  
UNITED KINGDOM  
TN27 OJS

***Legal Form:*** CORPORATE

***Governing Law:*** UNITED KINGDOM

***Register Location:*** COMPANIES HOUSE

***Country/State:*** UNITED KINGDOM

***Registration Number:*** 09417670

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

## ***Statement of Guarantee***

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

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

*Name:* **TEXO DEVELOPMENTS LIMITED**

*Address* **KING ARTHURS COURT MAIDSTONE ROAD  
CHARING  
ASHFORD  
KENT  
UNITED KINGDOM  
TN27 OJS**

*Amount Guaranteed* **£1.00**

## ***Statement of Compliance***

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

*Name:* **TEXO DEVELOPMENTS LIMITED**  
*Authenticated* **YES**

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## ***Authorisation***

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

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The Companies Act 2006

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

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**MEMORANDUM AND ARTICLES  
OF ASSOCIATION  
OF**

**3 Clifton Crescent Residents Management Company  
Limited**

Registered Number:

Incorporated on:

The Companies Act 2006

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**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF**

**3 Clifton Crescent Residents Management Company Limited**

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

---

Name of each subscriber

Authentication by each subscriber

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Texo Developments Limited

.....

.....

Dated this 24th day of September, 2020

Company Number:

**THE COMPANIES ACT 2006**

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**COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**3 Clifton Crescent Residents Management Company  
Limited**

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## **PART 1: INTERPRETATION**

### **DEFINED TERMS**

1.1 In the Articles, unless the context requires otherwise:

**“Act”**

or any numbered section of it, means the Companies Act 2006 or such section as amended, restated or re-enacted from time to time;

**“Articles”**

means the Company's articles of association;

**“chairman”**

has the meaning given in Article 11;

**“chairman of the meeting”**

has the meaning given in Article 28;

**“Companies Acts”**

means the Act and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Company;

**“Company”**

means 3 Clifton Crescent Residents Management Company Limited;

**“director”**

means a director of the Company;

**“document” or “notice”**

includes, unless otherwise specified, any document or notice sent or supplied by electronic communication;

**“Dwelling”**

means a house or apartment within the Freehold Property;

**“Dwelling Owner”**

means the person or persons (which can include a mortgagee or trustees/personal representatives) in whose name the legal estate of a Dwelling has been registered at the Land Registry;

**“electronic communication”**

means any document or information sent or supplied in electronic form within the meaning of section 1168 of the Act;

**“Freehold Property”**

means the land and buildings known as 3 Clifton Crescent, Folkestone CT20 2EL registered at the date of incorporation of the Company with HM Land Registry under title number K96377;

**“group company”**

means any holding company of the Company or any subsidiary of such company;

**“member”**

has the meaning given in section 112 of the Act;

**“ordinary resolution”**

has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution;

**“proxy notice”**

has the meaning given in Article 34;

**“secretary”**

means the company secretary (if any) and includes any joint, assistant or deputy secretary;

**“special resolution”**

has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution;

**“writing”**

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

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.

- 1.2 The model articles in Schedule 2 to the Companies (Model Articles) Regulations 2008 and any Table C to the Companies Act 1985 or any former enactment do not apply to the Company.
- 1.3 The Interpretation Act 1978 shall apply to these Articles in the same way it applies to an enactment.

**PART 2: DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

**2 DIRECTORS' GENERAL AUTHORITY**

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.

**3 MEMBERS' RESERVE POWER**

- 3.1 The members may, by ordinary resolution, direct the directors to take, or refrain from taking, specified action.

- 3.2 No such members' resolution invalidates anything which the directors have done before the passing of the resolution.

#### **4 DIRECTORS MAY DELEGATE**

- 4.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

- 4.1.1 to such person or committee;
- 4.1.2 by such means (including by power of attorney);
- 4.1.3 to such an extent;
- 4.1.4 in relation to such matters or territories; and
- 4.1.5 on such terms and conditions;

as they think fit.

- 4.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

- 4.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **5 COMMITTEES**

- 5.1 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.

- 5.2 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.

#### **6 RULES OR BYELAWS**

- 6.1 Subject to Article 6.3 the directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:-

- 6.1.1 the conduct of members of the Company in relation to one another, and to the Company and to the Company's servants or agents;
- 6.1.2 the setting aside of the whole or any part or parts of any property held, managed or administered by the Company at any particular time or times or for a particular purpose or purposes;
- 6.1.3 the procedure at general meetings and meetings of the Directors and committees of the Directors of the Company insofar as such procedure is not regulated by these Articles;
- 6.1.4 and, generally, all such matters as are commonly the subject matter of Company rules or rules or regulations appropriate to the Company.

- 6.2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company.

- 6.3 No rule or bye-law of the nature referred to in this Article 6 shall be inconsistent with, or shall affect or repeal anything contained in these Articles of Association of the Company.

## **DECISION-MAKING BY DIRECTORS**

### **7 MEETINGS OF DIRECTORS**

- 7.1 Subject to the provisions of these Articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 7.2 At any time any director may, and the secretary on the requisition of a director shall, summon a meeting of the directors.
- 7.3 Any such notice shall specify where, when and how the meeting is to be held. Any director may waive notice of any meeting and such waiver may be retrospective.

### **8 QUORUM FOR MEETINGS AND VOTING**

- 8.1 For so long as there are at least two members of the Company the quorum necessary for the transaction of business of the directors shall be two but for so long as there is only one director in office that director can resolve to appoint a second director or convene a general meeting (or circulate a written resolution) for that passing by members of a resolution for the appointment of a second director.
- 8.2 For so long as there are is only one member of the Company the quorum necessary for the transaction of business of the directors shall be one.
- 8.3 A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors.
- 8.4 Each director present in person or by proxy shall have one vote on a show of hands or on a poll at any meeting of the directors.
- 8.5 Questions arising at any meeting of the directors shall be determined by a majority of votes. In case of an equality of votes the chairman shall not have a second or casting vote.

### **9 MEETINGS BY CONFERENCE TELEPHONE ETC**

- 9.1 All or any of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.
- 9.2 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.
- 9.3 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman then is.

### **10 RESOLUTIONS IN WRITING**

- 10.1 A resolution executed by all the directors, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 10.2 For the purposes of this Article 10:
  - 10.2.1 a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
  - 10.2.2 a written instrument is executed when the person executing it signs it;

- 10.2.3 an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the secretary shall prescribe;
- 10.2.4 the directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication;
- 10.2.5 a resolution shall be effective when the secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 10;
- 10.2.6 unless the members by Special resolution or the directors have previously otherwise resolved, such a resolution can be passed by a majority and the chairman shall, in the case of equality of votes, not have a second or casting vote; and
- 10.2.7 if no secretary is appointed, the chairman shall perform the functions of the secretary under this Article 10.

## 11 CHAIRING OF DIRECTORS' MEETINGS

- 11.1 The directors may appoint a director to chair their meetings.
- 11.2 The person so appointed for the time being is known as the chairman.
- 11.3 The directors may terminate the chairman's appointment at any time.
- 11.4 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.

## 12 DIRECTORS' CONFLICTS OF INTEREST

- 12.1 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 ("**Conflict**").
- 12.2 Any authorisation under this Article will be effective only if:
  - 12.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - 12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - 12.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 12.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
  - 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 12.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- 12.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
  - 12.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - 12.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 12.4 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.
  - 12.5 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.
  - 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

### **13 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

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:

- 13.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 13.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of the directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 13.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 13.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

- 13.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such 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.

#### **14 MEANS OF DISCLOSURE**

An interest of a director to be disclosed under Articles 12 or 13 may be declared at a meeting of directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.

#### **15 CONNECTED PERSONS INTERESTS AND WAIVER**

- 15.1 For the purposes of Article 12 and 13 above an interest of a person who is, connected with a director (within the meaning of section 252 of the Act) shall be treated as an interest of the director.
- 15.2 The members may by ordinary resolution suspend or relax the provisions of Article 13 to any extent or ratify any transaction not duly authorised by reason of a contravention of Article 13.

#### **16 RECORDS OF DECISIONS TO BE KEPT**

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 decision taken by the directors.

### **APPOINTMENT OF DIRECTORS**

#### **17 METHODS OF APPOINTING DIRECTORS**

- 17.1 The number of directors shall be limited to twelve.
- 17.2 Subject to Article 17.1, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- 17.2.1 by ordinary resolution; or
  - 17.2.2 by a decision of the directors; or
  - 17.2.3 by notice or notices in writing to the Company's registered office or secretary from each member (but to a maximum of one director nominated by each member).

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

A person ceases to be a director as soon as:

- 18.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law; or
- 18.2 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
- 18.3 a bankruptcy order is made against that person; or
- 18.4 a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- 18.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

- 18.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- 18.7 that person shall, for more than six consecutive months, have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- 18.8 the members pass an ordinary resolution to that effect; or
- 18.9 a notice or notices in writing to that effect is/are delivered to the Company's registered office or secretary from the member who appointed that director under Article 17.2.

## **19 DIRECTORS' REMUNERATION**

- 19.1 Directors may undertake any services for the Company that the directors decide.
- 19.2 Directors are entitled to such remuneration as the directors determine:
  - 19.2.1 for their services to the Company as directors; and
  - 19.2.2 for any other service which they undertake for the Company.
- 19.3 Subject to the Articles, a director's remuneration may:
  - 19.3.1 take any form; and
  - 19.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 19.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of any other group Company or of any other body corporate in which the Company is interested.

## **20 DIRECTORS' EXPENSES**

- 20.1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
  - 20.1.1 meetings of directors or committees of directors;
  - 20.1.2 general meetings;or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 20.2 The Company may also fund a director's expenditure for the purposes permitted under the Act and may do anything to enable a director to avoid incurring such expenditure as provided in the Act.

## **PART 3 : MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **21 APPLICATIONS FOR MEMBERSHIP**

- 21.1 No person or body corporate shall be admitted as a member of the Company unless he/it is the person or one of the persons comprising a Dwelling Owner.
- 21.2 Only one person (natural or otherwise) shall be regarded as being the member in respect of a Dwelling. Accordingly where a Dwelling Owner comprises more than one person, unless

otherwise notified in writing by another person comprising the Dwelling Owner, the person (amongst the persons comprising the Dwelling Owner) whose name appears first in the Land Registry leasehold title for the Dwelling (or, on an assignment and pending registration of transfer, first in the description of the transferee in the instrument of transfer of the lease for the Dwelling) shall be regarded as being the person entitled to be the member in respect of the Dwelling.

- 21.3 Only one membership of the Company shall arise for each Dwelling; if a Dwelling becomes subdivided into more than one residential dwelling no further membership rights shall arise in respect of such subdivided dwellings;
- 21.4 Every person wishing to or required to become a member of the Company shall, or, being a body corporate, shall procure that its duly authorised representative shall, sign a written application to become a member in such form as the directors may from time to time determine at the same time as completion of the purchase of the relevant Dwelling and shall return such signed application promptly to the directors. On signing such written application, such persons shall automatically and without further formality be deemed to be admitted to membership of the Company. The directors shall procure that the Register of Members is updated accordingly within one month of receiving such signed application.
- 21.5 Membership of the Company is non transferable.
- 21.6 On completion by a member (alongside any other person who is a Dwelling Owner of the relevant Dwelling) of an assignment transmission or transfer of the entire legal interest in a Dwelling, he shall procure that the transferee forthwith applies to the Company for membership.
- 21.7 The directors may refuse to accept an application for membership from any person if not made in accordance with these Articles.

## **22 TERMINATION OF MEMBERSHIP**

- 22.1 A member shall automatically cease to be a member of the Company (and shall be deemed to have given notice to withdraw from membership of the Company with immediate effect (provided always that afterwards at least one member of the Company remains on the Register of Members)) if they :
  - 22.1.1 for whatever reason, cease to be a Dwelling Owner; or
  - 22.1.2 (being an individual) die or become bankrupt or make any arrangement or composition with their creditors generally or ( the member being a body corporate) an order is made or resolution is passed for its winding up or administration or it has a receiver or administrator appointed over all or some part of its assets or is otherwise dissolved; or
  - 22.1.3 (being an individual) become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs.

## **ORGANISATION OF GENERAL MEETINGS**

### **23 GENERAL MEETINGS**

The directors may whenever they think fit convene a general meeting and shall, following requisition in accordance with the Act, proceed to convene a general meeting in accordance therewith.

### **24 CALLING GENERAL MEETINGS**

- 24.1 A general meeting of the Company shall be called by notice of at least such length as is required in the circumstances by the Act.

24.2 The Company may give such notice by any means or combination of means permitted by the Act.

24.3 A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 90 per cent of the total voting rights at that meeting of all the members of the meeting.

## 25 **NOTICE OF GENERAL MEETINGS**

25.1 Every notice calling a general meeting shall specify the place and the day and hour of the meeting.

25.2 There shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of him and that a proxy need not be a member of the Company.

25.3 The text of each special resolution to be proposed at the general meeting shall be set out in the notice.

25.4 Either the text of, or sufficient information to enable a member to understand the purpose of, each ordinary resolution shall be set out in the notice.

## 26 **ATTENDANCE BY CONFERENCE TELEPHONE ETC.**

26.1 All or any of the members or persons permitted to attend under Article 29 may participate in the meeting by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.

26.2 A member so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in the quorum accordingly.

## 27 **QUORUM FOR GENERAL MEETINGS**

27.1 The provisions of section 318 of the Act shall apply. 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.

## 28 **CHAIRING GENERAL MEETINGS**

28.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

28.2 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:

28.2.1 the directors present; or

28.2.2 (if no directors are present), the meeting;

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

28.3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

28.4 The chairman at any general meeting shall not, in the case of equality of votes of members, have a second or casting vote

29      **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 29.1      Directors may attend and speak at general meetings, whether or not they are members.
- 29.2      The chairman of the meeting may permit other persons who are not:
- 29.2.1      members of the Company; or
  - 29.2.2      otherwise entitled to exercise the rights of members in relation to general meetings; to attend and speak at a general meeting.

30      **ADJOURNMENT**

- 30.1      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.
- 30.2      The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 30.2.1      the meeting consents to an adjournment; or
  - 30.2.2      it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 30.3      The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 30.4      When adjourning a general meeting, the chairman of the meeting must:
- 30.4.1      either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - 30.4.2      have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 30.5      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):
- 30.5.1      to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 30.5.2      containing the same information which such notice is required to contain.
- 30.6      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**

31      **VOTING: GENERAL**

- 31.1      Every member present in person or by proxy shall have one vote on a show of hands or on a poll unless the member is a member in respect of more than one Dwelling in which case they shall have a vote for each membership they hold.
- 31.2      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.

32      **ERRORS AND DISPUTES**

32.1      No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

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

33      **POLL VOTES**

33.1      A poll on a resolution may be demanded:

33.1.1      in advance of the general meeting where it is to be put to the vote; or

33.1.2      at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

33.2      A poll may be demanded by:

33.2.1      the chairman of the meeting;

33.2.2      the directors;

33.2.3      two or more persons having the right to vote on the resolution; or

33.2.4      a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

33.3      A demand for a poll may be withdrawn if:

33.3.1      the poll has not yet been taken; and

33.3.2      the chairman of the meeting consents to the withdrawal.

33.4      Polls must be taken immediately and in such manner as the chairman of the meeting directs.

34      **CONTENT OF PROXY NOTICES**

34.1      Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

34.1.1      states the name and address of the member appointing the proxy;

34.1.2      identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

34.1.3      is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

34.1.4      is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

34.2      The Company may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.

34.3      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.

34.4      Unless a proxy notice indicates otherwise, it must be treated as:

34.4.1      allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

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

## **35 DELIVERY OF PROXY NOTICES**

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.

## **36 AMENDMENTS TO RESOLUTIONS**

- 36.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 36.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - 36.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 36.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 36.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 36.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 36.3 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 4: LIABILITY OF MEMBERS**

### **37 LIABILITY OF MEMBERS**

- 37.1 Every member of the Company undertakes to contribute such amount as may be required not exceeding £1.00 to the assets of the Company, if it should be wound up whilst he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

## **PART 5: ADMINISTRATIVE ARRANGEMENTS**

### **38 MEMBERS' CERTIFICATES**

- 38.1 The Company must issue to each member, free of charge, a certificate for his or her membership in respect of each separate Dwelling, of which he or she is the Dwelling Owner.
- 38.2 Every certificate must specify:
  - 38.2.1 the Dwelling number owned by the member; and

- 38.2.2 the date on which the member became the Dwelling Owner.
- 38.3 If more than one person owns the Dwelling, only one certificate may be issued in respect of it.
- 38.4 Certificates must:
  - 38.4.1 have affixed to them the Company's common seal; or
  - 38.4.2 be otherwise executed in accordance with the Companies Act.

## 39 **REPLACEMENT MEMBERS' CERTIFICATES**

- 39.1 If a certificate issued in accordance with Article 38 is:
  - 39.1.1 damaged or defaced; or
  - 39.1.2 said to be lost, stolen or destroyed;that member is entitled to be issued with an identical replacement certificate.
- 39.2 A member exercising the right to be issued with such a replacement certificate:
  - 39.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
  - 39.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
  - 39.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

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

- 40.1 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 Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 40.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 40.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## 41 **COMPANY SEALS**

- 41.1 Any common seal may only be used by the authority of the directors.
- 41.2 The directors may decide by what means and in what form any common seal is to be used.
- 41.3 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.
- 41.4 For the purposes of this Article, an authorised person is:
  - 41.4.1 any director of the Company;
  - 41.4.2 the Company secretary (if any); or

- 41.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

**42 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

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

**43 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

**DIRECTORS' INDEMNITY AND INSURANCE**

**44 INDEMNITY**

- 44.1 Subject to paragraph 44.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

- 44.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- 44.1.2 any liability incurred by that director in connection with the activities of the Company or an associated company in his capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
- 44.1.3 any other liability incurred by that director as an officer of the Company or an associated company.

- 44.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 44.3 In this Article:

- 44.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 44.3.2 a "relevant director" means any director or former director of the Company or an associated company.

**45 INSURANCE**

- 45.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

- 45.2 In this Article:

- 45.2.1 a "relevant director" means any director or former director of the Company or an associated company;
- 45.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 45.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.