

FILE COPY



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

Company Number **15402877**

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

**SPENCER COURT PROPERTY 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 **10th January 2024**



N15402877L



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01

Application to register a company



Received for filing on the: **04/01/2024**

ACTZMSUZ

Company Name in full: **SPENCER COURT PROPERTY MANAGEMENT COMPANY LIMITED**

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

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

Proposed Registered Office Address: **236 WEST END LANE
HORSFORTH
LEEDS
LS18 5RU**

Sic Codes: **98000**

Principal activity description: **Residents property management**

I wish to adopt the following model articles with additional and/or amended provisions: **Private (Ltd by Guarantee)**

Company Director 1

Date of Birth: ****/02/1958** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

Image generated from data provided on a paper filing for company number: 15402877

Company Director 2

Type:	Person
Full Forename(s):	MR WILLIAM JAMES KAYE
Surname:	SMART
Service Address:	1 WELBURN DRIVE WEST PARK LEEDS UNITED KINGDOM LS16 5QD
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/02/1981** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of initial significant control

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

Relevant Legal Entity (RLE) details

Company Name: **MORANSMART HOMES LIMITED**

Service Address: **236 WEST END LANE
HORSFORTH
LEEDS
WEST YORKSHIRE
UNITED KINGDOM
LS18 5RU**

Legal Form: **PRIVATE COMPANY LIMITED BY SHARES**

Governing Law: **COMPANIES ACT 2006**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND**

Registration Number: **09814993**

Nature of control

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

Statement of Guarantee

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: **MORANSMART HOMES LIMITED**

Address **236 WEST END LANE
HORSFORTH
LEEDS
LS18 5RU**

Amount Guaranteed **1.00**

Statement of Compliance

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

Name: **MORANSMART HOMES LIMITED**
Authenticated **YES**

Authorisation

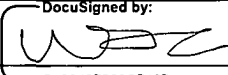
Authoriser Designation: **subscriber** *Authenticated* **YES**

Memorandum of Association – notice of subscribers

Company not having a Share Capital

Memorandum of association of Spencer Court Property 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
Moransmart Homes Limited	<div>DocuSigned by:  C136437860C7467...</div>

Dated 29 November 2023

Clarion

ARTICLES OF ASSOCIATION

of

SPENCER COURT PROPERTY MANAGEMENT COMPANY LIMITED

Clarion Solicitors Limited
Elizabeth House
13-19 Queen Street
Leeds
LS1 2TW

Ref: NIC/LUM/44607/9

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

SPENCER COURT PROPERTY MANAGEMENT COMPANY LIMITED

INTRODUCTION

1 Definitions and Interpretation

1.1 In these Articles, unless the context otherwise requires:

"Act"	the Companies Act 2006;
"Adoption Date"	the date of adoption of these Articles;
"Appointor"	has the meaning given in article 16.1;
"Articles"	the Company's articles of association for the time being in force;
"bankruptcy"	includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"Business Day"	any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
"Conflict"	<p>a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company. The following are not to be regarded as giving rise to a Conflict:</p> <ul style="list-style-type: none">(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company;(b) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company which do not provide special benefits for directors or former directors;(c) in the case of a Developer's Director, his employment by, directorship of or other office with or having any interest in the Developer (or being the Developer); and(d) the director being a Home Owner;
"Developer"	Moransmart Homes Limited (company number: 09814993) whose registered office is at 236 West End Lane, Horsforth, Leeds, West Yorkshire, LS18 5RU, being the registered proprietor of the freehold interest in the Estate Common Parts at the Adoption Date;
"Developer Director"	a director of the Company who has been appointed on the Adoption Date or by the Developer under article 13.1;

"director"	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"	a dwelling within the Estate;
"electronic form"	has the meaning given in section 1168 of the Act;
"Eligible Director"	a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 10, any director whose vote is not to be counted in respect of the particular matter);
"Estate"	The freehold land at Spencer Court, Holywell Lane, Leeds, LS17 8EY which at the date of these articles form part of the land comprised in HM Land Registry title number YY140435;
"Estate Common Parts"	the parts of the Estate which are designated and intended to be used for the common use and benefit of all the occupiers of the Estate and which do not form part of a Dwelling;
"Handover Date"	the date that the Developer transfers the freehold of the Estate Common Parts to the Company, following the sale of the last Dwelling to a Home Owner;
"Home Owner"	the registered freehold proprietor(s) for the time being of a Dwelling and includes a person(s) who is entitled to be registered at HM Land Registry as the registered proprietor(s) of a Dwelling;
"Interested Director"	has the meaning given in article 10.1;
"Member"	a member of the Company and "Membership" shall be construed accordingly;
"Model Articles"	the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;
"ordinary resolution"	has the meaning given in section 282 of the Act;
"participate"	in relation to a director's meeting, has the meaning given in Model Article 10;
"Proxy Notice"	has the meaning given in Model Article 31;
"secretary"	the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary (if any);
"special resolution"	has the meaning given in section 283 of the Act;
"subsidiary"	has the meaning given in section 1159 of the Act; and
"writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 1, 2, 8, 9(1) and (3), 11(2) and (3), 12(1)–(3), 13, 14(1)–(4), 17(1) and (2), 18, 21, 22, 24, 25(1) and (2), 30(2), 31(1)(d), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
 - 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2 Objects

- 2.1 The objects for which the Company is established are to:
 - 2.1.1 acquire the Estate Common Parts;
 - 2.1.2 manage the Estate Common Parts; and
 - 2.1.3 supply services to the occupiers of the Dwellings forming part of the Estate.

3 Powers

- 3.1 In pursuance of the objects set out in article 2, the Company has the power to:
 - 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.7 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.8 provide and assist in the provision of money, materials or other help;
- 3.1.9 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.10 incorporate subsidiary companies to carry on any trade; and
- 3.1.11 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.
- 3.2 None of the provisions set out in either article 2 or article 3.1 shall be restrictively construed but the widest interpretation shall be given to each such provision and none of those provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set out in any such articles, or by reference to or inference from the terms of any other article, or by reference to or inference from the name of the Company.

4 Income

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise, save on a winding up of the Company. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or

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

5 Liability of Members

5.1 The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within 1 year after he ceases to be a Member, for:

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

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

5.1.3 adjustment of the rights of the contributories among themselves.

6 Unanimous Decisions

6.1 A decision of the directors is taken in accordance with this article 6 when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

6.2 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.

6.3 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.

7 Calling a Directors' Meeting

7.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

7.2 Notice of a directors' meeting shall be given to each director in writing.

7.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

8 Quorum for Directors' Meetings

8.1 Subject to article 8.2, the quorum for the transaction of business at a meeting of directors is any 2 Eligible Directors, provided that until the Handover Date, the quorum shall be 1 Developer Director.

8.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 10 to authorise a Conflict, if there is only 1 Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be 1 Eligible Director.

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

8.3.1 to appoint further directors; or

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

9 Chairman

9.1 The directors may appoint a director to chair their meetings provided that until the Handover Date the person so appointed shall be a Developer Director. The person so appointed shall be known as the chairman.

9.2 After the Handover Date:

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

9.2.2 if the chairman is not participating in a meeting of the directors within 10 minutes of the time it was to start, the participating directors must appoint 1 of themselves to chair it.

9.3 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.

10 Directors' Conflicts of Interest

10.1 The directors may, in accordance with the requirements set out in this article 10, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty to avoid conflicts of interest under section 175 of the Act.

10.2 Any authorisation under this article 10 shall be effective only if:

10.2.1 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;

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

10.2.3 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.

10.3 Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently):

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

10.3.2 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;

10.3.3 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;

10.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the director's think fit;

10.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

10.3.6 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.

- 10.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 10.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 10.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 10.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 10.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 10.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- 10.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 10.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 10.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

11 Records of Decisions to be Kept

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

12 Number of Directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but until the Handover Date shall not be less than 1 and after the Handover Date shall not be less than 2.

13 Methods of appointing directors

- 13.1 Until the Handover Date, the Developer may by notice in writing to the Company appoint and maintain in office up to 2 natural persons to be Developer Directors and to remove any director so appointed and, upon his removal, to appoint another person to act as a director in his place.
- 13.2 Subject to article 13.3, 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 by:
- 13.2.1 ordinary resolution; or
 - 13.2.2 a decision of the directors.
- 13.3 No person (other than the Developer Director(s)) shall be appointed as a director unless he is also a Member (or a duly appointed officer of a corporate Member).

14 Termination of director's appointment

- 14.1 A person shall cease to be a director immediately upon the happening of any of the following events:
- 14.1.1 (not being a Developer Director) that person ceasing to be a Home Owner;
 - 14.1.2 (not being a Developer Director) that person ceasing to be a Member or in the case of corporate Members, the corporate Member of whom that person is a duly appointed officer ceasing to be a Member;
 - 14.1.3 that person ceasing to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 14.1.4 a bankruptcy order is made against that person;
 - 14.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debts and the Company resolves that his office be vacated;
 - 14.1.6 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 3 months; or
 - 14.1.7 notification is received by the Company from that person that he is resigning from office, and such resignation shall take place on the date on which the notice of resignation is received by the Company or, if a later date is given in the notice, on that date.
- 14.2 On the Handover Date, all of the Developer Directors then holding office shall cease to be directors of the Company.

15 Death or Bankruptcy of Sole Member Director

In any case where, a Member dies or becomes bankrupt and the Company has no Members and no directors, the person(s) who is entitled to that Membership under article 21.2 has the right, by notice in writing, to appoint a natural person (including the appointor himself), who is willing to act and permitted to do so, to be a director of the Company.

16 Appointment and Removal of Alternate Directors

- 16.1 Any director (other than an alternate director) ("Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 16.1.1 exercise that director's powers; and

16.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

16.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

16.3 The notice must:

16.3.1 identify the proposed alternate; and

16.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

17 Rights and Responsibilities of Alternate Directors

17.1 An alternate director may act as alternate director to more than 1 director and has the same rights in relation to any decision of the directors as the Appointor.

17.2 Except as the Articles specify otherwise, alternate directors are:

17.2.1 deemed for all purposes to be directors;

17.2.2 liable for their own acts and omissions;

17.2.3 subject to the same restrictions as their Appointors; and

17.2.4 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.

17.3 A person who is an alternate director but not a director:

17.3.1 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);

17.3.2 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); and

17.3.3 shall not be counted as more than 1 director for the purposes of article 17.3.1 and article 17.3.2.

17.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than 1 director for the purposes of determining whether a quorum is present.

17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

18 Termination of Alternate Directorship

18.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- 18.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 18.1.2 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;
- 18.1.3 on the death of the alternate's Appointor; or
- 18.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

19 Secretary

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.

20 Membership

- 20.1 Subject to article 20.2, no person shall become a Member unless he has completed an application for membership in the following form (or in a form as near to the following as circumstances allow or in any other form which the directors may approve from time to time):

"To the board of directors of Spencer Court Property Management Company Limited, I/we {NAME} of {ADDRESS} am/are a Home Owner of {ADDRESS OF DWELLING} and wish to become a member of the Company subject to the provisions of the Articles of Association of the Company. I/we agree to pay the Company an amount of up to £1.00 if the Company is wound up while I/we am/are a member or for up to 12 months after I/we have ceased to be a member. Signed. Dated."

- 20.2 No person other than the subscriber(s) to the Company's memorandum of association, the Developer or a nominee of the Developer, shall be admitted to membership of the Company unless that person, whether alone or jointly with others, is a Home Owner.
- 20.3 Where 2 or more persons are owners of a Dwelling, they shall together constitute 1 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 Home Owners in respect of that Dwelling. All such persons shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Articles.
- 20.4 Where a person is a Home Owner of more than 1 Dwelling, or is both a Home Owner and the Developer or a nominee of the Developer, he shall be treated under the Articles as a separate Member in respect of each Dwelling and in the case of the Developer or a nominee of the Developer as a separate Member in respect of his several capacities as Home Owner, Developer or nominee of the Developer (as the case may be).

21 Transfer of Membership

- 21.1 Except as provided for in article 21.2, membership of the Company shall not be transferable.
- 21.2 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a corporate Member), the membership of that Member shall automatically pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrative receiver, administrator or liquidator (as appropriate).

22 Termination of Membership

- 22.1 A Member who at any time ceases to be a Home Owner shall cease to be a Member with immediate effect.

- 22.2 A person who ceases to be a Member pursuant to article 22.1 shall not be entitled to receive notice of or attend or vote at general meetings of the Company nor to receive or vote on any written resolutions of the Company on or from the date when he ceases to be a Home Owner.
- 22.3 A Member whose Membership is terminated under this article shall not be entitled to a refund of any subscription fee and shall remain liable to pay to the Company any subscription or other sum owed by him.
- 22.4 For the purposes of the Articles, a Member shall cease to be a Home Owner from the date of the disposal of their freehold interest in the relevant Dwelling.
- 22.5 A Member may not withdraw from Membership of the Company for so long as he remains a Home Owner.
- 22.6 The Developer shall cease to be a Member on the Handover Date.

23 Quorum for General Meetings

- 23.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon.
- 23.2 A quorum shall be 2 Members present either in person, by proxy or by a duly appointed corporate representative, provided that until the Handover Date the quorum shall be 2 Members present either in person, by proxy or by a duly appointed corporate representative, 1 of whom shall include the Developer.

24 Votes of Members

- 24.1 Subject to the Act and to article 24.2, at any general meeting:
- 24.1.1 every Member who is present in person (or by proxy) shall on a show of hands have 1 vote; and
- 24.1.2 every Member present in person (or by proxy) shall on a poll have 1 vote.
- 24.2 Until the Handover Date and notwithstanding article 24.1 and article 25, the Developer and its nominees shall be the only Members entitled to receive notice of and to attend, speak and vote at general meeting of the Company and to receive and vote on written resolutions of the Company.

25 Poll Votes

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

26 Proxies

- 26.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 26.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

27 Means of communication to be used

27.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

27.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted 5 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 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

27.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

27.1.3 if properly addressed and sent or supplied by electronic means, 1 hour after the document or information was sent or supplied; and

27.1.4 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.

27.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

28 Indemnity and Insurance

28.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

28.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

28.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

28.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

28.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 28.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

28.3 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.

28.4 In this article:

28.4.1 companies are associated if 1 is a subsidiary of the other or both are subsidiaries of the same body corporate; and

28.4.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

28.4.3 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), 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).