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THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.



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## Memorandum of Association

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BRYANTS NURSERIES LIMITED.

REGISTERED  
22 OCT 1959

1. The name of the Company is "BRYANTS NURSERIES LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-

(A) To acquire and take over as a going concern the business of Nurserymen hitherto carried on at Elmcote Nurseries Water Lane Bovingdon in the County of Hertford under the style or firm of M. Bryant and Sons together with all or any of the assets, liabilities and engagements appertaining thereto and to carry on, develop and turn to account the said business.

(B) To carry on all or any of the following businesses, namely:- the business of nurserymen, florists, market gardeners, general gardeners, landscape gardeners, fruit growers, horticultural and agricultural seedsmen, dealers in horticultural and agricultural implements, dealers in glasshouses, arbours, summer-houses, and other garden requisites, dealers in natural and artificial manures and fertilisers, fruiterers, greengrocers, farmers, potters and brickmakers and generally to carry on the said businesses in all their branches, or any businesses of a character similar or analogous to the foregoing, or any other business or any other works or manufactures which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.

(C) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant, and machinery necessary or convenient for the business of the Company or to join with any person, firm or company in doing any of the things aforesaid.



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(D) To purchase, take on lease, exchange, hire or otherwise acquire for any estate or interest any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

(E) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of debentures or debenture stock (whether perpetual or not) and to secure the repayment of any money borrowed, raised, or owing by mortgage charge or lien upon the whole or any part of the undertaking property and assets of the Company, both present and future, including its uncalled capital.

(F) To apply for, purchase or otherwise acquire any patents, licences and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any rights and information so acquired.

(G) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks or securities of any other company or corporation having objects wholly or in part similar to the objects of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.

(H) To issue, place, underwrite, or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting, or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

(I) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities.

(J) To lend money or give credit to such persons firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies.

(K) To enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority all rights, concessions, and privileges which may seem conducive to the Company's objects or any of them, or to obtain or to endeavour to obtain, any provisional order of the Board of Trade, or any Act or Acts of Parliament for the purposes of the Company or any other Company.

(L) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(M) To establish or support or aid in the establishment and support of associations institutions, clubs, funds, trusts and scheme calculated to benefit the officers, ex-officers, employees or ex-employees of the Company or of any subsidiary, allied or associated company or the families, dependents or connections of such persons, and to grant pensions, gratuities and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects.

(N) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular for shares, stock or securities of any other company formed or to be formed.

(O) To promote, finance or assist any other company for the purpose of acquiring all or any part of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(P) To pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.

(Q) To remunerate any person firm or company rendering services to the Company in such manner as may be thought expedient.

(R) To draw, accept, endorse, negotiate, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.

(S) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution

amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(T) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.

(U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that in the construction of this clause each sub-clause shall be construed independent of the other sub-clauses hereof and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the Members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each.

6. The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time determine. Subject to the provisions of Section 72 of the Companies Act, 1948, the rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber. (in words).
<p style="text-align: right;">BRYANT</p> <p><i>William Daniel Bryant</i></p> <p>Elmcote, Water Lane, Bovingdon, Herts. Nurseryman.</p>	<p>ONE.</p>
<p><i>Charles Alfred Bryant</i></p> <p>1 Simon Dean, Bovingdon, Herts. Nurseryman.</p>	<p>ONE.</p>

DATED the 9<sup>th</sup> day of October 1959

WITNESS to the above Signatures:-

*C. V. Bateson*  
*Solicitor with Robert Heathman & Co*  
*Henley Henstead Herts*

COMPANY LIMITED BY SHARES.



# Articles of Association

- of -

BRYANTS NURSERIES LIMITED.

## PRELIMINARY.

1. Subject as hereinafter provided the Regulations contained in or made applicable by Part II of Table A in the First Schedule of the Companies Act, 1948 (hereinafter called "Table A") shall apply to the Company.
2. Regulations 24, 39, 53, 62, 75, 84(2), 88, 96 and 97 of Part I of Table A and Regulation 3 of Part II of Table A shall not apply to the Company, but the Articles herein-after contained and the remaining Regulations contained in or made applicable by Part II of Table A shall constitute the regulations of the Company.

## PRIVATE COMPANY.

3. The Company is a private company within the meaning of Section 28 of the Act and Regulation 2 of Part II of Table A shall accordingly apply to the Company.

## CAPITAL AND SHARES.

4. The original share capital of the Company is £100 divided into 100 ordinary shares of £1 each.
5. The shares in the original or any increased capital shall save as otherwise directed by the Company in General Meeting be at the disposal of the Directors, and they may allot, grant options over, or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.
6. In Regulation 3 of Part I of Table A the words "with the sanction of an ordinary resolution" shall be deemed to be omitted.

## LIEN.

7. The liens conferred by Regulation 11 of Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

## TRANSFER OF SHARES.

8. A member may at any time transfer any of his shares to another member of the Company, but save as herein otherwise provided no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value.
9. In order to ascertain whether any member is willing to purchase a share, the person proposing to transfer the same, whether or not a member of the Company (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Every transfer notice shall specify the sum which the proposing transferor fixes as the fair value and shall constitute the Company the agent of the proposing transferor for the sale of any of the shares comprised therein to any member at the price so fixed or at the option of a member desiring to purchase the same at the fair value as certified by the auditor for the time being of the Company. The cost of obtaining such auditor's certificate shall be borne by the proposing transferor. A transfer notice shall not be withdrawn except with the sanction of the Directors.
10. Upon receipt of a transfer notice, the Directors shall offer the share comprised thereon to the remaining members (or if the proposing transferor is not a member, to all the members) in proportion as nearly as may be to their respective holdings of shares in the Company and shall limit a time within which such offer if not accepted will be deemed to be refused. The Directors shall, if necessary, make such further arrangements for finding a member or members willing to purchase any shares comprised in the transfer notice and not accepted as aforesaid as they shall consider fair and reasonable.
11. If the Company shall, within 28 days after being served with a transfer notice find a member willing to purchase any share comprised therein (hereinafter called "a purchasing member") and shall give notice thereof to the proposing transferor, the proposing transferor shall be bound upon payment of the fair value as aforesaid to transfer the share to the purchasing member who shall be bound to complete the purchase within 7 days after the service of such notice by the Company.
12. If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any of the shares the Company may receive the purchase-money and shall thereupon cause the name of the purchasing member to be entered in the register of members as the holder of the shares and shall hold the purchase-money in

trust for the proposing transferor. No purchase-money so held shall carry interest against the Company. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing member, and after his name has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

13. If the Company shall not within the space of 28 days after being served with a transfer notice find a member willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within a further period of three calendar months be at liberty subject to Article 14 to sell and transfer the shares comprised in the transfer notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price.

14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share to a person not already a member of the Company whether or not it is a fully paid share and shall so decline if the registration of the transfer would result in a breach of Regulation 2(b) of Part II of Table A.

#### NOTICE OF GENERAL MEETINGS.

15. Every notice of a General Meeting of the Company shall contain a statement that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member.

#### PROCEEDINGS AT GENERAL MEETINGS.

16. In Regulation 4 of Part II of Table A the words "save as herein otherwise provided" shall be deemed to be omitted.

#### VOTES OF MEMBERS.

17. Subject to any special rights as to voting upon which any shares for the time being are held, on a show of hands every member entitled to vote who (being an individual) is present in person or (being a corporation) is present by proxy or by a duly authorised representative shall have one vote and on a poll every member shall have one vote for every share held by him.

#### DIRECTORS.

18. Unless and until otherwise determined by the Company in general meeting the number of Directors shall



not be less than two nor more than five and William Daniel Bryant and Charles Alfred Bryant shall be the first Directors and shall not be subject to retirement by rotation nor taken into account in determining the rotation of retirement of Directors and Regulations 89 and 90 of Part I of Table A shall be modified accordingly.

19. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 142 of the Act, or by extraordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company may by ordinary resolution appoint another person in place of a Director so removed from office and without prejudice to the powers of the Directors under Regulation 95 of Part I of Table A the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

20. Subject to the provisions of Section 199 of the Act, a Director may vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum present at any meeting of the Directors at which such contract or arrangement is considered.

21. The office of Director shall be vacated :-

(a) If he ceases to be a Director by virtue of Section 182 of the Act.

(b) If he becomes bankrupt or enters into any arrangement with his creditors.

(c) If he becomes prohibited from being a Director by reason of any order made under Section 188 of the Act.

(d) If he becomes of unsound mind.

(e) If he shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that he vacate office.

(f) If by notice in writing to the Company he resigns the office of Director.

22. A person may be appointed elected or re-elected a Director although at the date of such appointment election or re-election he may have attained the age of seventy; and no Director shall be required to retire or vacate his office by reason of his attaining or having attained the age of seventy or any other given age.

#### BORROWING POWERS.

23. The borrowing powers of the Company shall be unlimited.

NOTICES.

24. In Regulation 131 of Part I of Table A the words from and including the words "and in any other case" down to the end of the said Regulation shall be deemed to be omitted.

Names, Addresses and Descriptions of Subscribers.

*William Daniel Bryan*

Elmote, Water Lane,  
Bovingdon, Herts.

Nurseryman.

*Charles Alfred Bryant*

1 Simon Dean,  
Bovingdon, Herts.

Nurseryman.

DATED the 9<sup>th</sup> day of October 1959.

WITNESS to the above Signatures :-

*C. H. Bateson*

Solicitor with Lionel Smartman & Son  
Ramel Hempstead Herts.

Company No. (640145) / 43

BRYANTS NURSERIES LIMITED

At the Annual General Meeting of the Company held at Elmcote Nurseries, Water Lane, Bovington, Herts, on 13 November 1984 the following Resolutions were passed as Special Resolutions, THAT:

- 1 The Articles of Association of the Company be and are hereby altered by removing the restriction on the number of Directors in Article 18, by deleting the words "nor more than five".
- 2 The share capital of the Company be and is hereby increased by £900 by the creation of a further 900 Ordinary Shares of £1 each to rank pari passu in all respects with the existing shares".

*H. L. Bryant*  
..... Director

*E. M. Bryant*  
..... Secretary

We certify the above to be a true and correct extract from the Company's Minute Book.

*H. L. Bryant*  
..... Director

*E. M. Bryant*  
..... Secretary



**EXTRACT FROM MINUTES FOR  
INCREASE IN NOMINAL SHARE CAPITAL**

**BRYANTS NURSERIES LIMITED  
COMPANY NUMBER 00640145**

At an Extraordinary General Meeting of the Company, held at Water Lane, Bovington, Herts., on 11th January, 1996, the following Resolution was passed as a Special Resolution:

'That the share capital of the Company be and is hereby increased by £9,000 by the creation of a further 9,000 Ordinary Shares of £1 each to rank pari passu in all respects with the existing shares'.

*L. B. Bryant*  
Director

*Rebecca Bryant*  
Secretary

We certify the above to be a true and correct extract from the Company's Minute Book.

*L. B. Bryant*  
Director

*Rebecca Bryant*  
Secretary

