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www.companieshouse.gov.uk

NOTICE OF ILLEGIBLE DOCUMENTS

Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.

No. of Company 1128140

Form No. 41
(No registration
fee payable)

THE COMPANIES ACTS 1948 TO 1967

Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company Claverton Court Management Limited*

I, ... Robert Patrick Campbell
of ... 24 Queen Square Bath BA1 2HY


Do solemnly and sincerely declare that I am (see note (a) below) a Solicitor of the
Supreme Court

For
CLAVERTON COURT MANAGEMENT Limited*

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at ... Bath
in the County of Somerset

the ... 24th ... day of ... July
one thousand nine hundred and ... seventy three

before me, 

A Commissioner for Oaths (see note (b) below)

(a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")
"engaged in the formation", or "a person named in the articles of association as a
director", or "a person named in the articles of association as a secretary"

(b) or Notary Public or Justice of the Peace

* Delete "Limited" if not applicable.

Presented by:

No. of Company1128140/2

£1.
V878
000
30/7

Statement of nominal capital

Made pursuant to Section 112 of the Stamp Act 1891



Name of Company **CLAVERTON COURT MANAGEMENT** Limited

The nominal capital of the above company is £ **180.00**

Signature *H. J. Loo*

Description *Director & Secretary*

Date **26 JUN 1973**

NOTES

The stamp duty on the nominal capital is 50p for every £100 or fraction of £100 (Section 41, Finance Act 1933).

This statement is to be filed with the Memorandum of Association, or other document, when the company is registered.

Presented by:

Presentor's reference:

Stamps
LCS 393

2120130 15

THE COMPANIES ACTS 1948 to 1967.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

CLAVERTON COURT MANAGEMENT LIMITED

1. The name of the Company is "CLAVERTON COURT MANAGEMENT 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 enter into and carry into effect with or without modification an Agreement intended to be made between Pickwick Developments Limited of the one part and the Company of the other part whereby the property known as Claverton Court in the City of Bath is to be conveyed to the Company in the terms of a draft Agreement which has been marked "A" and signed for the purpose of identification by the subscribers hereto and to enter into and execute such leases and to provide certain services to and for the owners and occupiers from time to time of the flats forming part of Claverton Court aforesaid being such services as are mentioned in a draft of the proposed Lease which has been marked "B" and signed by the purpose of identification by the subscribers hereto.
- (b) (1) To maintain repair and renew the blocks of flats and garages collectively known as Claverton Court in the City of Bath (other than the interior of the flats and garages) including the roofs main walls main drains structural timbers the foundations and the perimeter walls fences hedges the retaining walls thereof



and the gardens grassed areas and paths; to clean, paint and decorate the exterior thereof; to clean, light, maintain, decorate, repair and renew all parts of the said blocks of flats used in common by the lessees, tenants or occupiers for the time being of the flats comprised therein; to maintain, repair and renew the gas, water and electricity services to the said flats and garages but not the maintenance, repair and renewal of any such service or installation or any pipes, wires, cables or mains inside the individual flats or garages; to carry out any other work or to do any act or thing necessary and expedient to be done to the estate known as Claverton Court Estate aforesaid or incidental thereto; to attend to the general management and administration of the said blocks of flats and garages and of the Company including the insurance against fire and other risks in the full insurable value thereof and two years' loss of rents and the remuneration or commission of any agent, caretaker or other person.

- (2) To borrow and raise money in such manner as it shall think fit.
- (3) To do such other things as are incidental or conducive to the attainment of the above objects or are calculated to enhance the value and beneficial advantage of the said Estate and the flats and garages comprised therein.
- (c) To carry on any other business, whether subsidiary or not, which can in the opinion of the Company be carried on conveniently or advantageously in connection with the business of the Company.
- (d) To acquire and undertake upon such terms as the Company shall deem expedient the whole or part of the undertaking, assets or liabilities of any person or body owning any business within the objects of the Company, or whose business, or any part of whose business, may conveniently or advantageously be combined with the business of the Company, or any of whose property is suitable for the purposes of the Company.
- (e) To purchase, take on lease, hire or otherwise acquire and hold any lands, hereditaments, buildings, plant, machinery, goods, chattels, or real or personal property of any kind, or any right or interest therein or thereover (and whether in possession or reversion or remainder) which the Company may think desirable in connection with its business.

- (f) To acquire in such manner and upon such terms as the Company shall think fit, secret processes, inventions, patents, copyrights, designs or trade marks or any interest therein, the acquisition of which shall seem beneficial to the Company.
- (g) To construct, alter, remove or replace any buildings, erections, structures, roads, railways, reservoirs, machinery, plant, or tools, or works of any description, or to contribute to the costs thereof, as may seem desirable in the interests of the Company.
- (h) To enter into partnership or amalgamation with any person or body for the purpose of carrying on any business or transaction within the objects of the Company, and to enter into such arrangements for co-operation, sharing profits, losses, mutual assistance, or other working arrangements as may seem desirable.
- (i) To manage, develop, sell, lease, mortgage, grant licences or rights of, in or over, or otherwise turn to account, any property or assets of the Company.
- (j) To borrow or raise money in such amounts and manner and upon such terms as the Company shall think fit, and, when thought desirable, to execute and issue security of such kind, subject to such conditions, for such amount, and payable in such place and manner, and to such person, as the Company shall think fit, including in the power aforesaid (and without prejudice to its terms) the power to issue as primary, or collateral, or other security, debentures, debenture stock (perpetual or otherwise), mortgages, charges, or securities over the whole or any part of the assets, present or future (including uncalled capital), as the Company shall think fit.
- (k) To receive loans at interest or otherwise from and to lend money and give credit to, and to guarantee and become or give security for the performance of contracts by, and act as bankers for, any person or company, where the so doing may seem advantageous or desirable in the interests of the Company.
- (l) To invest, lend, or otherwise deal with unemployed moneys, in such manner, and upon such terms, as may be thought fit, and to vary investments.

- (m) To acquire and hold, sell, mortgage, or deal with the shares, stock, bonds, debentures or securities of or in any other company or body (whether such Shares or securities be fully paid or not) where the so doing may seem desirable in the interests of the Company.
- (n) To draw, accept, endorse, issue, or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments.
- (o) To promote any company to acquire the whole or any part of the assets or liabilities of this Company, or for any other purpose which may seem desirable in the interests of this Company, and to subscribe, acquire, underwrite, or place, or assist in so doing the whole or part of the Shares or securities of such Company.
- (p) To pay gratuities or pensions or allowances on retirement to any directors who have held any other salaried office or place of profit with the Company or to their widows or dependants and to make contributions to any fund and to pay premiums for the purchase or provision of any such gratuity, pension or allowance and to promote or assist, financially whether by way of contributions, donations, the payment of premiums or otherwise, any fund or scheme for the benefit, wholly or in part, of directors, ex-directors, or employees, or ex-employees, of the Company, or their dependants or relatives or for charitable purposes generally.
- (q) To remunerate employees and servants of the Company and others out of or in proportion to the returns or profits of the Company or otherwise as the Company shall think fit; and to promote and give effect to any scheme or arrangement for sharing profits with employees, whether involving the issue of shares or not.
- (r) To pay for any property or assets acquired by the Company by the issue of fully or partly paid Shares of the Company, with or without any preferred or special rights or privileges, or by the issue of debentures or other securities, with or without special rights or privileges.
- (s) To pay the costs and expenses of or incidental to the promotion and establishment of the Company, or to contract for the payment of the same in whole or in part by others.

- (t) To aid, financially or otherwise, any association or body having for an object the promotion of trade or industry.
 - (u) To act as or through trustees, agents, secretaries, managers, brokers or sub-contractors, and to perform the duties of any office undertaken by the Company.
 - (v) To sell or otherwise dispose of the undertaking and assets of the Company, or any part thereof, for any consideration thought fit, and in particular for Shares, debentures or other securities of other companies.
 - (w) To procure the Company to be registered or recognised in any overseas country or place, and to exercise any of the objects or powers aforesaid in any part of the world.
 - (x) To distribute among the Members any assets of the Company in specie, but so that no such distribution which would amount to a reduction of capital shall be made without such sanction (if any) as may be required by law.
 - (y) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
 - (z) The objects set forth in any sub-clause of this clause shall not except where the context so requires, be limited or restricted by reference to or inference from any other sub-clause or by the name of the Company, and none of such sub-clauses shall be deemed to be subsidiary merely to the first or any other sub-clause, but the objects specified in each sub-clause shall, except where the context otherwise requires be deemed to be main objects of the Company.
4. The liability of the Members is limited. ✓
5. The Share Capital of the Company is £180.00 ✓
divided into Eighteen Shares of Ten pounds each.

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 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <p><i>H.W.H.</i></p> <p>Harry William Cross 70 Broadmoor West Lane.</p> <p>Weston, Bath. Company Director.</p> <p>Grace Elizabeth Cross. Of the same address Married Woman</p> | <p>DNE.</p> <p>One</p> |

DATED the 22nd day of June 1923.

WITNESS to the above signatures :

R. B. Campbell
Solicitor
Bath.

THE COMPANIES ACTS 1948 to 1967.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

CLAVERTON COURT MANAGEMENT LIMITED ✓

PART I

1. The Company shall as soon as convenient enter into the Agreement and Leases referred to in Clause 3 (a) of the Memorandum of Association with such modification (if any) as the Directors may approve.

2. So long as the Company is the owner of the property conveyed by the said Agreement or any part thereof the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between the said regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during the said period prevail: Provided that in no case shall such regulations operate in such a way that the Company ceases to be a private company.

3. Subject to regulation 2 hereof the regulations contained in Part III hereof shall at all times (whether during the continuance of the ownership of the said property or not) apply to the Company.

4. Subject to regulations 2 and 3 hereof Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called "Table A") shall apply to the Company.

PART II

5. In this Part except where the context otherwise requires:-

"The Leases" or "the Lease" means the Leases or Lease referred to in Clause 3 (a) of the Memorandum of Association.

6. Regulation 3 of Table A Part II shall not apply.

MEMBERSHIP

7. (i) "Dwelling" means a flat or maisonette, messuage or dwellinghouse comprised in any property for the time being managed by the Company pursuant to Sub-Clause (a) of Clause 3 of the Memorandum of Association.
- (ii) "Dwellingholder" means the person or persons to whom the Lease of a dwelling has been granted, and so that, whenever two or more persons are for the time being joint Dwellingholders of any one dwelling, they shall for all the purposes of these Articles be deemed to constitute one Dwellingholder.
8. The Subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the Shares for which they have signed such Memorandum. Save as aforesaid no Shares shall be allotted or transferred to any person who is not a Dwellingholder.
9. (A) If any Dwellingholder parts with all interest in the dwelling held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative shall transfer his Share in the Company to the person or persons becoming Dwellingholder of the said dwelling in his place.
- (B) The price to be paid on the transfer of every Share under this Article shall, unless the transferor and transferee otherwise agree, be its nominal value.
- (C) If the holder of a Share (or his legal personal representative) refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the Attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his Share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said Share in the Register of Members as the holder thereof.

10. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be the Dwellingholder of the dwelling formerly held by such deceased or bankrupt Member.

11. The Directors may refuse to register any transfer of Shares and shall so refuse in the case of any transfer made in contravention of the foregoing provisions.

12. The provisions of Table A as to the appointment, rotation and removal of Directors shall not apply. Until leases of all the flats have been granted the Directors of the Company shall be :-

Harry William Cross and
Grace Elizabeth Cross

Thereafter all the members of the Company for the time being shall be its Directors. Provided that a member being a body corporate shall not be a Director but shall appoint a natural person to be a Director and from time to time remove such person and appoint another person in his place

13. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PART III

14. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

15. In regulation 15 of Table A, Part I, the words from "provided" to "the last preceding call" inclusive shall be omitted.

16. Regulations 40 to 43, inclusive, of Table A, Part I, shall not apply.

17. In regulation 49 of Table A, Part I, for the words "any two members" there shall be substituted the word "member".

18. In sub-clause (b) of regulation 58 of Table A, Part I, for the words "at least three members"

there shall be substituted the words "any member" and sub-clauses (c) and (d) of the said regulations shall not apply.

19. Regulations 75 to 79, inclusive, of Table A, Part I, shall not apply.

20. Regulation 84 of Table A, Part I, shall not apply. Any Director or any company or firm of which a Director is a member may enter into contracts with the Company and any Director may vote as a Director or shareholder in respect of such contract and retain for his own use profits made by him under any such contract; Provided always that unless he is at the time sole Director he must disclose his interest to his co-Directors before the contract is entered into by the Directors, and if he is at the time sole Director, or if all the Directors are interested in the contract the contract must be entered into by the Company in General Meeting, and before the Contract is entered into the Director or Directors must disclose his or their interest to the meeting. This proviso does not apply to the Agreement and Leases referred to in Clause 3(a) of the Memorandum of Association. A general notice to the Directors given at any meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

21. No Director shall at any time be required to retire or vacate his office of Director or be ineligible for re-appointment as Director by reason of his attaining or having attained the age of seventy or any other age, and regulation 88 of Table A, Part I, shall in its application to the Company be modified accordingly.

22. Any Director may, by writing under his hand, appoint any person (whether a member of the Company or not) who is approved by the Board of Directors to be his alternate, and every such alternate shall be entitled to receive notices of and attend and vote at meetings of the Directors, and shall have and exercise all the powers, rights, duties and authorities of the Director appointing him but shall not be required to hold or require the share qualifications. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid, appoint another person in his place, and if a Director shall die or cease to hold

the office of Director the appointment of his
alternate shall thereupon cease and determine.

23. Regulations 89 to 97 of Table A shall not
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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Harry William Cross-
70 Broadmoor Lane.
Weston Bath.
Company Director.

Grace Elizabeth Cross
of the same address
Married Woman

DATED the 22nd day of June 1973.

WITNESS to the above signatures :

R. Campbell
Solicitor
Bath



CERTIFICATE OF INCORPORATION

No. **1128140**

I hereby certify that

CLAYVERTON COURT MANAGEMENT LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the **10th August 1973**

N Taylor
(N. TAYLOR)

Assistant Registrar of Companies

Number of
Company:-

1128140

8

The Companies Act, 1948

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

-of-

CLAVERTON COURT MANAGEMENT LTD.

Passed 10th June 1975

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held at 70 Broadmoor Lane
Weston Bath
on the 10th June 1975 the subjoined Resolution
was duly passed, viz :-

RESOLUTION

"That the share capital of the Company
be increased to £360 by the creation of
18 new shares of £10 each to rank pari
passu in all respects with the existing
shares of the company."

55

H.W. Cross

Chairman



THE COMPANIES ACTS 1948 TO 1967

Notice of increase in nominal capital

Pursuant to Section 63 of the Companies Act 1948

To the Registrar of Companies

Name of Company CLAYVERTON COURT MANAGEMENT Limited*

hereby gives you notice that by ordinary/~~extraordinary~~/~~special~~** resolution of the company dated the
10th June 1975, the nominal capital of the company has been increased by the
 addition thereto of a sum of £ 100 beyond the registered capital of £ 100

The additional capital is divided as follows:-

| Number of shares | Class of share | Nominal amount of each share |
|------------------|----------------|------------------------------|
| 10 | Ordinary | £10 |

The conditions (e.g. voting rights, dividend rights, winding up rights, etc.) subject to which the new shares have been or are to be issued are as follows:-
 (If any of the shares are preference shares state whether they are redeemable or not)

the new shares shall rank pari passu in all respects with
 the existing shares of the Company

Signed H. W. BrownState whether
Director or Secretary DIRECTORDate 10th June 1975

* Delete "Limited" if not applicable

** Delete as necessary

(see notes overleaf)

Presented by:

Stephen Cox & Co (Law Agents) Ltd
159 Bermondsey Street SE1

Presentor's reference:

Moger Campbell
RPC/L

Form No. 10



A

Please do not
write in this
binding margin

Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

3

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

041

1128140

Name of company

*delete if
inappropriate

Clayton Court Management

Limited*

Note

Please read
notes 1 to 5
overleaf before
completing this
form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

3 0 0 9

†delete as
appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]† and [is to be treated as having come to an end] [will come to an end]† on

Day Month Year

3 0 0 9 1 9 0 1

See note 4(c) and
complete if
appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

‡delete as
appropriate

The company is a [subsidiary] [holding company]‡ of

, company number

the accounting reference date of which is

§delete as
appropriate

Signed

CHAIRMAN.

[Director] [Secretary] §Date 24/5/82

Presentor's name, address and
reference (if any):

O'D

CHAIRMAN

ANTHONY

1

E

For official use
General section

Post room

