



**FILE COPY**

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

Company No. 7341678

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

**14 COLLEGE TERRACE (BRIGHTON) LIMITED**

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

Given at Companies House on **10th August 2010**



**\*N07341678N\***



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# IN01

## Application to register a company



**IRIS**  
LASERFORM

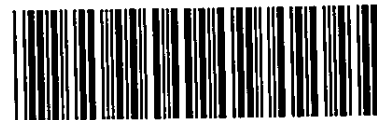
923905/20

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

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

✗ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership. To do  
this, please use form LL IN01

WEDNESDAY



A24 \*AULJRM9U\* 447  
04/08/2010  
COMPANIES HOUSE

## Part 1 Company details

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
  
All fields are mandatory unless  
specified or indicated by \*

### A1 Company details

Proposed company name in full ①	Please show the proposed company name below 14 College Terrace (Brighton) Limited
For official use	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

① **Duplicate names**  
Duplicate names are not permitted. A  
list of registered names can be found on  
our website. There are various rules  
that may affect your choice of name.  
More information is available at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### A2 Company name restrictions ②

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

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

② **Company name restrictions**  
A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

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

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

③ **Name ending exemption**  
Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible to  
apply for this.  
For more details, please go to our  
website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### A4 Company type ④

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

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

④ **Company type**  
If you are unsure of your company's  
type, please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Application to register a company

**A5**

### Situation of registered office ①

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

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

#### ① Registered office

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

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

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

**A6**

### Registered office address ②

Please give the registered office address of your company

Building name/number Belmont House

Street Station Way

Post town Crawley

County/Region West Sussex

Postcode R H 1 0 1 J A

#### ② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

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

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

**A7**

### Articles of association ③

Please choose one option only and tick one box only

Option 1

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

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

Option 2

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

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

Option 3

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

③ For details of which company type can adopt which model articles, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A8**

### Restricted company articles ④

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

☐

#### ④ Restricted company articles

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

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Application to register a company

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

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

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

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

**Secretary****B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.  
**For a corporate secretary, complete Sections C1-C5.**

Title *	
Full forename(s)	
Surname	
Former name(s) ②	

**① Corporate appointments**

For corporate secretary appointments, please complete section C1-C5 instead of section B.

**Additional appointments**

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

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2****Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

**③ Service address**

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

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

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

**B3****Signature ④**

I consent to act as secretary of the proposed company named in **Section A1**.

Signature	Signature X	X
-----------	----------------	---

**④ Signature**

The person named above consents to act as secretary of the proposed company.

# IN01

## Application to register a company

### Corporate secretary

**C1**

#### Corporate secretary appointments ①

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

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ① Additional appointments

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

#### Registered or principal address

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

**C2**

#### Location of the registry of the corporate body or firm

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

→ Yes Complete **Section C3** only

→ No Complete **Section C4** only

**C3**

#### EEA companies ②

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

Where the company/firm is registered ③

Registration number

#### ② EEA

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

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

**C4**

#### Non-EEA companies

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

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

#### ④ Non-EEA

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

**C5**

#### Signature ⑤

I consent to act as secretary of the proposed company named in **Section A1**.

Signature

Signature

X

X

#### ⑤ Signature

The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

## Director

D1

## Director appointments ①

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5

Title *	Mr
Full forename(s)	David Frederick
Surname	Chipping
Former name(s) ②	
Country/State of residence ③	England
Nationality	British
Date of birth	d1 d4 m1 m0 y1 y9 y4 y8
Business occupation (if any) ④	Director

## ① Appointments

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

## ② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

## ③ Country/State of residence

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

## ④ Business occupation

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

## Additional appointments

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

D2

## Director's service address ⑤

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

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

## ⑤ Service address

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

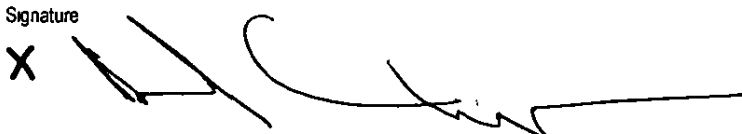
Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

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

D3

## Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	Signature 
-----------	---

## ⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

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

Please use this section to list all the director appointments taken on formation  
**For a corporate director, complete Sections E1-E5.**

Title *										
Full forename(s)										
Surname										
Former name(s) ②										
Country/State of residence ③										
Nationality										
Date of birth	d	d	m	m	y	y	y	y		
Business occupation (if any) ④										

**① Appointments**

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

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

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

**④ Business occupation**

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

**Additional appointments**

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

**D2****Director's service address ⑤**

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

Building name/number										
Street										
Post town										
County/Region										
Postcode										
Country										

**⑤ Service address**

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

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

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

**D3****Signature ⑥**

I consent to act as director of the proposed company named in **Section A1**

Signature	Signature  									
-----------	--	--	--	--	--	--	--	--	--	--

**⑥ Signature**

The person named above consents to act as director of the proposed company.

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Application to register a company

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

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

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

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

**Registered or principal address**

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

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

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

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

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

Where the company/firm is registered ③

Registration number

**② EEA**

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

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

**E4 Non-EEA companies**

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

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ①

If applicable, the registration number

**① Non-EEA**

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

**E5 Signature ⑤**I consent to act as director of the proposed company named in **Section A1**

Signature

Signature

X

X

**⑤ Signature**

The person named above consents to act as corporate director of the proposed company



## Application to register a company

## Statement of capital

→ No Go to Part 4 (Statement of guarantee).

**Share capital in pound sterling (£)**

Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Ordinary	£1.00	£0 00	5	£ 5 00
				£
				£
				£
		Totals	5	£ 5.00

### Share capital in other currencies

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
		Totals		

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

**Totals**

Total number of shares	5
Total aggregate nominal value <sup>(4)</sup>	

**Continuation Pages**  
Please use a Statement of Capital continuation page if necessary

# IN01

## Application to register a company

**F4**

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

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**

Class of share

Ordinary

Prescribed particulars  
①

The shares have attached to them full voting rights and capital distribution rights on winding-up only. There are no rights to dividends. They do not confer any rights of redemption.

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

The particulars are

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

A separate table must be used for each class of share

#### Continuation pages

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

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## Application to register a company

Class of share

Prescribed particulars

1

### 1 Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

#### Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

# IN01

## Application to register a company

**F5**

### Initial shareholdings

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

Please complete the details below for each subscriber

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

#### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name David Frederick Chipping	Ordinary	5	Sterling	1 00	1 00	0 00
Address Belmont House, Station Way, Crawley, West Sussex, RH10 1JA						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

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

Is your company limited by guarantee?

- **Yes** Complete the sections below  
 → **No** Go to **Part 5** (Statement of compliance)

**G1****Subscribers**

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

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

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

**1 Name**

Please use capital letters

**2 Address**

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

**3 Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

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

Postcode

Amount guaranteed **3****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3**

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Application to register a company

## Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

## Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

## Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

## Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

## Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

### ① Name

Please use capital letters

### ② Address

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

### ③ Amount guaranteed

Any valid currency is permitted

### Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

## Part 5

### Statement of compliance

This section must be completed by all companies

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

- **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)

H1

### Statement of compliance delivered by the subscribers ①

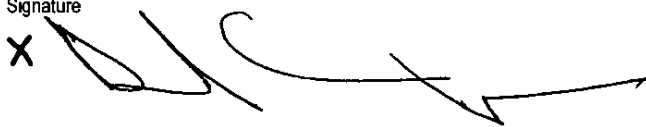
Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

Subscriber's signature

Signature

X



X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

**① Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance

**IN01**

Application to register a company

Subscriber's signature	Signature <b>X</b>	<b>X</b>	<b>Continuation pages</b> Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature <b>X</b>	<b>X</b>	
Subscriber's signature	Signature <b>X</b>	<b>X</b>	
Subscriber's signature	Signature <b>X</b>	<b>X</b>	

**H2****Statement of compliance delivered by an agent**

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

Agent's name		
Building name/number		
Street		
Post town		
County/Region		
Postcode	[ ][ ][ ][ ][ ][ ][ ][ ]	
Country		
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature <b>X</b>	<b>X</b>



# IN01

## Application to register a company



### Presenter information

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

Contact name Alison Molloy

Company name Thomas Eggar LLP

Address Belmont House

Station Way

Post town Crawley

County/Region West Sussex

Postcode R H 1 0 1 J A

Country England

DX 85715 Crawley

Telephone 01293742771



### Certificate

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agent's address (Given in Section H2)



### Checklist

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

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

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.



### Important information

**Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.**



### How to pay

**A fee of £20 is payable to Companies House to register a company.**

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

#### For companies registered in England and Wales:

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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

#### Section 243 exemption

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



### Further information

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

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

# **14 College Terrace (Brighton) Limited**

## **MEMORANDUM AND ARTICLES OF ASSOCIATION**

The Companies Act 2006

Incorporated on 2010

Company Number

COMPANY HAVING A SHARE CAPITAL

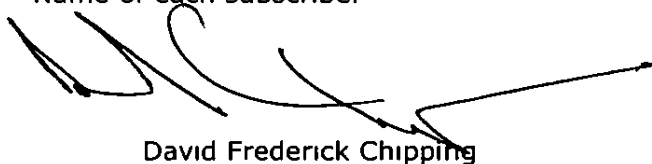
MEMORANDUM OF ASSOCIATION OF

14 COLLEGE TERRACE (BRIGHTON) LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

Name of each subscriber

Authentication by each  
Subscriber

A handwritten signature in black ink, appearing to read 'David Frederick Chipping', is written over the 'Name of each subscriber' label. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dated: 3 August 2010

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# **The Companies Act 2006**

## **Private Company Limited by Shares**

### **ARTICLES OF ASSOCIATION**

of

14 COLLEGE TERRACE (BRIGHTON) LIMITED

#### **PART 1**

##### **INTERPRETATION AND LIMITATION OF LIABILITY**

#### **1 Defined terms**

1 1 In these Articles, unless the context requires otherwise

**appointor** has the meaning given to that term in Article 25.1;

**Articles** means the Company's articles of association for the time being in force,

**bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

**CA 2006** means the Companies Act 2006,

**call** has the meaning given to that term in Article 35.1,

**call notice** has the meaning given to that term in Article 35.1,

**call payment date** has the meaning given to that term in Article 38 2 1,

**chairman** has the meaning given to that term in Article 14.2;

**chairman of the meeting** has the meaning given to that term in Article 58;

**Clear Days** means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**Companies Acts** means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company,

**Company's lien** has the meaning given to that term in Article 33;

**Conflict** has the meaning given to that term in Article 17.2,

**conflicted director** means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

**corporate representative** has the meaning given to that term in Article 66,

**Developer means** David Frederick Chipping and Rodney Dawson both of Sarnia, Elm Walk, Farnborough Park, Orpington, Kent, who together are the registered proprietor for the time being of the freehold estate in the Property;

**director** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

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

**Dwelling** means any residential unit comprised in the Property.

**electronic form** has the meaning given to that term in section 1168 of CA 2006;

**Excess Securities** has the meaning given to that term in Article 31 3 2,

**fully paid** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of any of the five share have been paid to the Company;

**hard copy form** has the meaning given to that term in section 1168 of CA 2006,

**holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant,

**Flat Owner** means the owner for the time being of a Dwelling, and includes a person who is entitled to be registered at the Land Registry as owner of a Dwelling;

**instrument** means a document in hard copy form;

**lien enforcement notice** has the meaning given to that term in Article 34,

**member** has the meaning given to that term in Article 29;

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

**non-conflicted director** means any director who is not a conflicted director;

**ordinary resolution** has the meaning given to that term in section 282 of CA 2006;

**paid means** paid or credited as paid;

**participate**, in relation to a directors' meeting, has the meaning given to that term in Article 13;

**partly-paid** in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company,

**Property means** the freehold property together with the buildings erected thereon known as 14 College Terrace, Brighton, East Sussex, BN22 2EE and shall include any part or parts thereof ,

**proxy notice** has the meaning given to that term in Article 64.2;

**proxy notification address** has the meaning given to that term in Article 65.1;

**relevant officer** has the meaning given to that term in Articles 73.3.2 or 74 2 1, as the case may be,

**relevant loss** has the meaning given to that term in Article 74.2.2;

**relevant rate** has the meaning given to that term in Article 38 2 2,

**shares** means the five shares in the Company and share shall be construed accordingly;

**special resolution** has the meaning given to that term in section 283 of CA 2006,

**subsidiary** has the meaning given to that term in section 1159 of CA 2006;

**transfer or transferring** has the meaning given to those terms respectively in Article 48 1,

**Transfer Date means** the date on which the Developer transfers to the Company the freehold estate in the whole of the Property so that the Company becomes entitled to be registered at the Land Registry as the proprietor of the freehold estate;

**transmittee** means a person entitled to a share by reason of the death or bankruptcy of a holder or otherwise by operation of law,

**United Kingdom** means Great Britain and Northern Ireland, and

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



- 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 CA 2006 as in force on the date when these Articles become binding on the Company 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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1 5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1 6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

## **2 Liability of members**

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

## **PART 2**

### **STATEMENT OF COMPANY'S OBJECTS**

#### **3 Company's objects**

##### **3.1 The Company's objects are:**

To acquire, hold, manage, maintain, administer and deal with certain land and buildings (hereinafter called "the Property") and to layout, provide for and maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including making contributions to any common roads, pathways, grounds and communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Property against loss or damage by fire, storm or tempest or special perils normally included in the Property Owners Liability Policies and the placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered necessary or desirable or fit

## **PART 3**

### **DIRECTORS**

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

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

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

##### **5 Change of Company name**

Without prejudice to the generality of Article 4, the directors may resolve in accordance with Article 9 to change the Company's name.

##### **6 Members' reserve power**

6 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

##### **7 Directors may delegate**

7 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

7 1.1 to such person or committee;

7.1.2 by such means (including by a power of attorney);

7 1 3 to such an extent;

7 1 4 in relation to such matters or territories; and

7.1.5 on such terms and conditions,

as they think fit

7 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

7 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

##### **8 Committees**

8 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.

- 8.2 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.
- 8.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

## **DECISION-MAKING BY DIRECTORS**

### **9 Directors to take decisions collectively**

- 9.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 10 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 11 (Unanimous decisions)
- 9.2 If
- 9.2.1 the Company only has one director for the time being, and
- 9.2.2 no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.
- 9.3 Subject to the Articles, each director participating in a directors' meeting has one vote.

### **10 Directors' written resolutions**

- 10.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 10.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors)
- 10.3 Notice of a proposed directors' written resolution must indicate:
- 10.3.1 the proposed resolution; and
- 10.3.2 the time by which it is proposed that the directors should adopt it.
- 10.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.

- 10 5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

## **11 Unanimous decisions**

- 11 1 A decision of the directors is taken in accordance with this Article 11 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter
- 11.2 A decision may not be taken in accordance with this Article 11 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting
- 11.3 Once a directors' unanimous decision is taken in accordance with this Article 11 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

## **12 Calling a directors' meeting**

- 12.1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.
- 12 2 Notice of any directors' meeting must indicate:
- 12 2.1 its proposed date and time;
- 12 2 2 where it is to take place; and
- 12 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 12.3 Subject to Article 12 4, notice of a directors' meeting must be given to each director but need not be in writing.
- 12 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **13 Participation in directors' meetings**

- 13.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 13 1 1 the meeting has been called and takes place in accordance with the Articles, and
- 13.1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 13.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

#### **14 Chairing of directors' meetings**

- 14.1 The directors may appoint a director to chair their meetings. Until the Transfer Date the person so appointed must be the Developer.
- 14.2 The person so appointed for the time being is known as the chairman
- 14.3 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.

#### **15 Chairman's casting vote at directors' meetings**

- 15.1 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 has a casting vote.
- 15.2 Article 15.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

#### **16 Quorum for directors' meetings**

- 16.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 Subject to Article 16.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. Until the Transfer Date, the quorum must include one of David Frederick Chipping or Rodney Dawson participating throughout the meeting. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one.
- 16.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

## **17 Directors' conflicts of interests**

- 17.1 For the purposes of this Article 17, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 17.2 The directors may, in accordance with the requirements set out in this Article 17, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest ( such matter being hereinafter referred to as a Conflict).
- 17.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 17.4 Any authorisation under this Article 17 will be effective only if:
- 17.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors 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,
- 17.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and
- 17.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 17.5 Any authorisation of a Conflict under this Article 17 may (whether at the time of giving the authorisation or subsequently):
- 17.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,
- 17.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or
- 17.5.3 be terminated or varied by the directors at any time.
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 17.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to
- 17.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

- 17 6.2 use or apply any such information in performing his duties as a director,
- where to do so would amount to a breach of that confidence
- 17 7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
- 17.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
- 17 7 2 is not given any documents or other information relating to the Conflict;
- 17 7 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 17 8 Where the directors authorise a Conflict
- 17.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;
- 17.8 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation
- 17.9 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 receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.
- 17 10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 17 5 2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 17.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested,
- 17.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or



existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;

17.10.3 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;

17.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

17.10.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.

17.11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

17.12 Subject to Article 17.13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

17.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

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

The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

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

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS**

### **20 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 shall not be less than one.

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

21.1 David Frederick Chipping and Rodney Dawson shall remain directors until the Transfer Date, after which they may resign

21.2 Subject to Article 21 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:

21 2 1 by ordinary resolution, or

21.2.2 by a decision of the directors.

21.3 No person other than the directors appointed on incorporation shall be appointed and hold office as a director unless and until they are a member of the company and where two or more persons together constitute one member only the person first named in the register of members may be appointed a director.

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

A person ceases to be a director as soon as;

22 1 that person ceases to be a Flat Owner;

22 2 for as long as that person holds less than one share;

22 3 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

22 4 a bankruptcy order is made against that person,

22.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;

22 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 three months;

22.7 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;

22.8 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

22.9 that person is, or may be suffering from mental disorder and either

22.9.1 he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom, or

22 9.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have; or

22 10 that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office

## **23 Directors' remuneration**

23 1 Directors may undertake any services for the Company that the directors decide.

23.2 Directors are entitled to such remuneration as the directors determine:

23.2.1 for their services to the Company as directors, and

23.2.2 for any other service which they undertake for the Company.

23.3 Subject to the Articles, a director's remuneration may

23.3.1 take any form, and

23.3 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

23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

## **24 Directors' expenses**

24.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:

24 1 1 meetings of directors or committees of directors,

24 1 2 general meetings, or

24 1 3 separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **ALTERNATE DIRECTORS**

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

25 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

25.1.1 exercise that director's powers, and

25 1.2 carry out that director's responsibilities,

25 1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

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

25.3 The notice must

25 3 1 identify the proposed alternate; and

25.3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

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

26.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

26.2 Except as the Articles specify otherwise, alternate directors:

26 2 1 are deemed for all purposes to be directors;

26.2 2 are liable for their own acts and omissions;

26.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 17),

26 2 4 are not required to hold any shares; and

26.2.5 are not deemed to be agents of or for their appointors,

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

26 3 A person who is an alternate director but not a director

26.3.1 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 and provided that no alternate may be counted as more than one director for these purposes);

26 3 2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and

26 3 3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

26.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present

26.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

## **27 Termination of alternate directorship**

An alternate director's appointment as an alternate for any appointor terminates:

27.1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

27 2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;

27.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

27 4 on the death of that appointor; or

27.5 when the alternate's appointor's appointment as a director terminates.

## **SECRETARY**

## **28 Appointment and removal of 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.

## **PART 4**

### **SHARES AND DISTRIBUTIONS**

#### **SHARES**

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

- 29.1 All of the Shares in the Company, being 1 Share per Dwelling, will be issued to the Developer prior to the Transfer Date;
- 29.2 Upon the Transfer Date, all of the Shares will be transferred by the Developer to the relevant Flat Owners, at the rate of 1 Share per Dwelling,
- 29.3 When a Flat Owner sells, transfers or otherwise disposes of his Dwelling, he is obliged to transfer the Share that relates to that Dwelling to the incoming Flat Owner for the relevant Share's nominal value.
- 29.4 Subject to Article 29.5, no person may be admitted to membership of the Company other than the Developer and the Flat Owners and member and members shall be construed accordingly
- 29.5 Neither Article 29.4 nor this Article 29.5 may be amended unless all of the then members agree to such amendment.
- 29.6 Where two or more persons are registered as proprietors of a Dwelling, they together constitute one member and the person first named in the register of members may exercise all voting and other rights and powers vested in that member to the exclusion of the other registered proprietors of a Dwelling. All such proprietors shall be subject jointly and severally to any liability imposed on that member under or pursuant to the articles
- 29.7 Where a person is the registered proprietor of more than one Dwelling or is both a Flat Owner and the Developer he shall (except where these Articles provide otherwise) be treated under the Articles as a separate member in respect of his several capacities as Flat Owner or Developer, as the case may be
- 29.8 If and as soon as a holder ceases to be a Flat Owner, he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the Company in respect of any shares held by that holder (and of any shares received thereafter by way of rights or on a capitalisation in respect of those shares) on and from the date when he ceased to be a Flat Owner (which for the avoidance of doubt shall be the date on which that Flat Owner transfers his interest in that Dwelling), or if later the date on which he receives the shares, until the entry in the register of members of the Company of another Flat Owner as holder of those shares

#### **30 Further issues of shares: authority**

- 30.1 Save to the extent authorised from time to time by an ordinary resolution of the members, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any

shares in the Company. The amount authorised shall be restricted to a total issued share capital of £5 divided into 5 Ordinary Shares of £1 each.

### **31 Further issues of shares: pre-emption rights**

31.1 In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the Company.

31.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, those equity securities shall not be allotted to any person unless the Company has first offered them to all members on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those members (as nearly as possible without involving fractions).

31.3 The offer:

31.3.1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and

31.3.2 may stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (Excess Securities) for which he wishes to subscribe

31.4 Any equity securities not accepted by members pursuant to the offer made to them in accordance with Articles 31.2 and 31.3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 31.3.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members.

### **32 Powers to issue different classes of share**

Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

### **33 Company's lien over shares**

The Company has a lien (**Company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with

any other person) to the Company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it

**33.1 The Company's lien over a share**

33.1.1 takes priority over any third party's interest in that share, and

33.1.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

33.2 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

**34 Enforcement of the company's lien**

34.1 Subject to the provisions of this Article 34, if

34.1.1 a lien enforcement notice has been given in respect of a share, and

34.1.2 the person to whom the notice was given has failed to comply with it,

the Company may sell that share in such manner as the directors decide.

34.2 A lien enforcement notice

34.2.1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,

34.2.2 must specify the share concerned;

34.2.3 must be in writing and require payment of the sum payable within fourteen days of the notice;

34.2.4 must be addressed either to the holder of the share or to a transferee of that holder, and

34.2.5 must state the Company's intention to sell the share if the notice is not complied with.

34.3 Where shares are sold under this Article 34

34.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

34.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

34.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied



34 4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,

34 4 2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice

34.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the Company's lien on a specified date

34.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

34 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

## **35 Call notices**

35 1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (call notice) to a member requiring the member to pay the Company a specified sum of money (call) which is payable by that member to the Company at the date when the directors decide to send the call notice.

35.2 A call notice:

35.2.1 must be in writing;

35 2 2 may not require a member to pay a call which exceeds the total amount of his indebtedness or liability to the Company,

35.2.3 must state when and how any call to which it relates it is to be paid, and

35 2 4 may permit or require the call to be paid by instalments

35.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before fourteen days have passed since the notice was sent

35 4 Before the Company has received any call due under a call notice the directors may

35.4.1 revoke it wholly or in part, or

35 4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the member in respect of whose shares the call is made

**36 Liability to pay calls**

36 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

36.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

36 3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

36.3.1 to pay calls which are not the same, or

36 3 2 to pay calls at different times

**37 When call notice need not be issued**

37 1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share:

37 1 1 on allotment,

37.1.2 on the occurrence of a particular event; or

37.1 3 on a date fixed by or in accordance with the terms of issue.

37 2 If the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

**38 Failure to comply with call notice: automatic consequences**

38 1 If a person is liable to pay a call and fails to do so by the call payment date:

38.1.1 the directors may issue a notice of intended forfeiture to that person, and

38 1 2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate

38 2 For the purposes of this Article 38

38 2 1 the call payment date is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the call payment date is that later date,

38 2 2 the relevant rate is

38 2 2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted,

38.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors, or

38.2.2.3 if no rate is fixed in either of these ways, five per cent (5%) per annum

38 3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

38.4 The directors may waive any obligation to pay interest on a call wholly or in part.

### **39 Notice of intended forfeiture**

39 1 A notice of intended forfeiture:

39 1 1 must be in writing;

39 1 2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

39 1 3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 69 6) or to a transmittee of that holder in accordance with Article 69 7,

39.1.4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice;

39.1.5 must state how the payment is to be made; and

39.1.6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

### **40 Directors' power to forfeit shares**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

### **41 Effect of forfeiture**

41.1 Subject to the Articles, the forfeiture of a share extinguishes

41 1.1 all interests in that share, and all claims and demands against the Company in respect of it, and

- 41 1 2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.
- 41 2 Any share which is forfeited in accordance with the Articles
  - 41.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;
  - 41 2.2 is deemed to be the property of the Company; and
  - 41 2 3 may be sold, re-allotted or otherwise disposed of as the directors think fit.
- 41.3 If a person's shares have been forfeited:
  - 41.3 1 the Company must send that person written notice that forfeiture has occurred and record it in the register of members;
  - 41.3.2 that person ceases to be a member in respect of those shares;
  - 41 3 3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
  - 41 3 4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
  - 41 3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal
- 41.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

## 42 **Procedure following forfeiture**

- 42.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 42 2 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary (as the case may be) and that a share has been forfeited on a specified date:
  - 42.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
  - 42.2.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 42.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the

share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

- 42.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which

42.4.1 was, or would have become, payable, and

42.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

#### **43 Surrender of shares**

- 43.1 A member may surrender any share

43.1.1 in respect of which the directors may issue a notice of intended forfeiture;

43.1.2 which the directors may forfeit; or

43.1.3 which has been forfeited.

- 43.2 The directors may accept the surrender of any such share.

- 43.3 The effect of surrender on a share is the same as the effect of forfeiture on that share

- 43.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

#### **44 Payment of commission on subscription for shares**

- 44.1 The Company may pay any person a commission in consideration for that person

44.1.1 subscribing, or agreeing to subscribe, for shares, or

44.1.2 procuring, or agreeing to procure, subscriptions for shares

- 44.2 Any such commission may be paid

44.2.1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other, and

44.2.2 in respect of a conditional or an absolute subscription

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

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

**46 Share certificates**

- 46.1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds
- 46.2 Every certificate must specify
  - 46.2.1 in respect of how many shares, of what class, it is issued;
  - 46.2.2 the nominal value of those shares;
  - 46.2.3 the extent to which shares are paid up; and
  - 46.2.4 any distinguishing numbers assigned to them
- 46.3 No certificate may be issued in respect of shares of more than one class.
- 46.4 If more than one person holds a share, only one certificate may be issued in respect of it
- 46.5 Certificates must
  - 46.5.1 have affixed to them the Company's common seal, or
  - 46.5.2 be otherwise executed in accordance with the Companies Acts.

**47 Replacement share certificates**

- 47.1 If a certificate issued in respect of a member's shares is
  - 47.1.1 damaged or defaced, or
  - 47.1.2 said to be lost, stolen or destroyed,that member is entitled to be issued with a replacement certificate in respect of the same shares
- 47.2 A member exercising the right to be issued with such a replacement certificate:
  - 47.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates,
  - 47.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
  - 47.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

**48 Transfer of shares- general**

- 48.1 In these Articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:
  - 48.1.1 of any share or shares of the Company, or

- 48.1.2 of any interest of any kind in any share or shares of the Company;  
or
- 48.1.3 of any right to receive or subscribe for any share or shares of the Company
- 48.2 Subject to Article 49, shares shall be transferred, and the directors shall not register the transfer of any share or any interest in any share unless it is transferred:
- 48.2.1 by the Developer to one or more of the Flat Owners, or
- 48.2.2 by a Flat Owner on the transfer of his Dwelling to the transferee of such Dwelling; or
- 48.3 The price to be paid on the transfer of shares shall, in default of agreement between the transferor and the transferee, be the nominal value of each such share.
- 48.4 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.
- 48.5 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- 48.6 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee.
- 48.7 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 48.8 The Company may retain any instrument of transfer which is registered
- 48.9 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 48.10 If a holder fails for any reason (including death) to transfer any shares when required pursuant to this Article 48, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of such holder for the purpose) to execute each necessary transfer of such shares to any person entitled to be a member under these Articles and nominated by the directors and deliver it on such holder's behalf. The Company may receive the purchase money for such shares from the transferee and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the transferee as the holder of such shares. The Company shall hold such purchase money in a separate bank account on trust for the transferor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application of it, and after the name of the transferee has been entered in the register of members in purported exercise of the

power conferred by this Article 48.10, the validity of the proceedings shall not be questioned by any person.

**49 Prohibited Transfers**

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

**50 Transmission of shares**

50.1 If title to a share passes to a transmittee, the Company may recognise only the transmittee as having any title to that share

50.2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

50.3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

50.3.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and

50.3.2 subject to the Articles and in particular Article 54.3, and pending any transfer of the shares to another person, has the same rights as the holder had

50.4 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

**51 Exercise of transmittees' rights**

51.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish

51.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

51.3 If, within ninety days from the date on which a transmittee becomes entitled to a share, such transmittee either does not notify the Company of its wish to become the holder of such share to which it has become entitled or does not execute an instrument of transfer to transfer such share to another person, then the directors may authorise any director (who shall be deemed to be irrevocably appointed as the attorney of the transmittee for that purpose) to execute the necessary transfer of such share to any person entitled to be a member under these Articles and nominated by the directors

51.4 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred



## **52 Transmittes bound by prior notices**

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name or the name of any person nominated under Article 50.3 (Transmission of shares), has been entered in the register of members

## **PART 5**

### **DECISION-MAKING BY MEMBERS**

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

##### **53 Convening general meetings**

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

##### **54 Notice of general meetings**

54.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.

54.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

54.3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member (if they have become a member pursuant to Article 50.3) and to the directors, alternate directors and the auditors for the time being of the Company.

54.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

##### **55 Resolutions requiring special notice**

55.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.

55.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

55.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the

notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 55.1

**56 Attendance and speaking at general meetings**

56.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

56.2 A person is able to exercise the right to vote at a general meeting when

56.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

56.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

56.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

56.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

56.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

**57 Quorum for general meetings**

57.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person. Until the Transfer Date, the Developer must participate from the beginning of and throughout a general meeting in order for it to be quorate:

57.2 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

**58 Chairing general meetings**

58.1 Until the Transfer Date, the chairman of all meetings shall be the Developer

58.2 After the transfer date, 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 the directors present shall appoint a director or member to chair the meeting. The appointment of the chairman of the meeting must be the first business of the meeting.

58 3 The person chairing a meeting in accordance with this Article is referred to as the chairman of the meeting.

**59 Attendance and speaking by directors and non-members**

59.1 The chairman of the meeting may permit other persons who are not:

59 1 1 members of the Company, or

59 1 2 otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

**60 Adjournment**

60.1 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. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved

60.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

60 2 1 the meeting consents to an adjournment, or

60.2.2 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.

60.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

60.4 When adjourning a general meeting, the chairman of the meeting must

60 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

60.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

60.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

60 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and

60 5 2 containing the same information which such notice is required to contain.

- 60 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**

### **61 Voting: general**

- 61.1 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. Subject to any rights or restrictions attached to any shares and to Article 61.3, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall be entitled to vote on a show of hands.
- 61.2 No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 61.3 Until the Transfer Date, and notwithstanding Articles 61.1 and 63.1, the Developer shall have the number of votes equal to three times the issued shares of the Company
- 61.4 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 61.5 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### **62 Errors and disputes**

- 62.1 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
- 62.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **63 Poll votes**

- 63.1 Subject to Article 61.3, on a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

- 63.2 A poll on a resolution may be demanded.
- 63.2.1 in advance of the general meeting where it is to be put to the vote,  
or
- 63.2.2 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.
- 63.3 A poll may be demanded by
- 63.3.1 the chairman of the meeting,
- 63.3.2 the directors;
- 63.3.3 two or more persons having the right to vote on the resolution;
- 63.3.4 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; or
- 63.3.5 a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right.
- 63.4 A demand for a poll may be withdrawn if:
- 63.4.1 the poll has not yet been taken, and
- 63.4.2 the chairman of the meeting consents to the withdrawal
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 63.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 63.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 63.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

#### **64 Content of proxy notices**

- 64.1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend

and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.

64.2 Proxies may only validly be appointed by a notice in writing (proxy notice) which

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

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

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

64.2.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company

64.2.4.1 subject to Articles 64.2.4.2 and 64.2.4.3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

64.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll, or

64.2.4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

64.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

64.4 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 and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.

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

64 5.1 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

64.5.2 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

## **65 Delivery of proxy notices**

65 1 Any notice of a general meeting must specify the address or addresses (proxy notification address) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

65 2 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 to a proxy notification address

65 3 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.

65.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:

65 4 1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised,

65.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or

65 4 3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be valid.

65.5 In calculating the periods referred to in Article 64 (Content of proxy notices) and this Article 65, no account shall be taken of any part of a day that is not a working day

65.6 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.

## **66 Representation of corporations at meetings**

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (corporate



representative) A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

## **67 Amendments to resolutions**

67.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

67.1.1 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

67.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

67.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

67.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

67.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

67.3 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.

## **WRITTEN RESOLUTIONS**

68 A resolution of the members (or a class of members) may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

**PART 6**  
**MISCELLANEOUS PROVISIONS**  
**COMMUNICATIONS**

**69 Means of communication to be used**

69 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 of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company

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

69 2 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,

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

69.2.3 If properly addressed and sent or supplied by electronic means 48 hours after the document or information was sent or supplied, and

69 2 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 69.2, no account shall be taken of any part of a day that is not a working day.

69 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006

69 4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

69.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

69.6 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or

specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register

- 69.7 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

## **ADMINISTRATIVE ARRANGEMENTS**

### **70 Company seals**

- 70 1 Any common seal may only be used by the authority of the directors.
- 70.2 The directors may decide by what means and in what form any common seal is to be used.
- 70 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 either at least two authorised persons or by at least one authorised person in the presence of a witness who attests the signature.
- 70.4 For the purposes of this Article, an authorised person is:
- 70.4.1 any director of the Company;
  - 70.4.2 the Company secretary (if any); or
  - 70 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

### **71 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

### **72 Dividends and other distributions**

Subject to Article 3, the Company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this Article 72 shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the Company

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **73 Indemnity**

73 1 Subject to Article 73.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

73 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

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

73 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 CA 2006),

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

73.1.2 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 73 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

73.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

73 3 In this Article 73:

73.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

73.3.2 a relevant officer means any director or alternate 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 CA 2006) and may, if the members so decide, include any person engaged by the Company (or any 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).

### **74 Insurance**

74 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

74 2 In this Article 74:

74.2.1 a relevant officer means any director or alternate 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 CA 2006;

74.2.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that 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

74.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate