
Company Name **AVENUE SERVICES (NW) LIMITED**
(the "Company")

Company Number **08002607**

WRITTEN RESOLUTION

proposed pursuant to Chapter 2 of Part 13 of the Companies Act 2006

Circulation Date **21 August 2015**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution contained on **PAGE 2** of this document be passed as a special resolution within the meaning of section 283 Companies Act 2006

Please read the important notes contained on PAGE 3 of this document before signifying your agreement to the special resolution.

There is enclosed with this document a copy of the new articles referred to in the attached resolution

Dated 21 August 2015

By Order of the Board
Director

Registered Office

Chamber Court
Castle Street
Worcester
Worcestershire
WR1 3ZQ

THURSDAY



A4F5JRZS
A23 03/09/2015 #56
COMPANIES HOUSE

SPECIAL RESOLUTION

- 1** **THAT** the regulations contained in the printed document attached to this resolution be, and they are hereby, adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

IMPORTANT NOTES

- 1** If you agree with the special resolution contained on **PAGE 2** of this document, please indicate your agreement by signing and dating this document where indicated below on **PAGE 4** and returning it to the Company using one of the following methods
 - (a) **By Hand** delivering it by hand to Sophie Atkinson at Avenue Services (NW) Limited Chamber Court, Castle Street, Worcester, Worcestershire WR1 3ZQ,
 - (b) **By Post** sending it by post to Sophie Atkinson at Avenue Services (NW) Limited Chamber Court, Castle Street, Worcester, Worcestershire WR1 3ZQ, or
 - (c) **By Email** email a scanned copy to the Company marked for the attention of Sophie Atkinson,
- 2** If you do not agree to the resolution you do not need to do anything you will not be deemed to agree if you fail to reply
- 3** Once you have indicated your agreement to the special resolution, you may not revoke your agreement
- 4** Unless, by **17 September 2015** (being the period of 28 days beginning with the circulation date of this written resolution), sufficient agreement has been received for the special resolution to be passed, it will lapse If you agree to the special resolution, please ensure that your agreement reaches us before or during this date

AGREEMENT

*Please read the important notes on **PAGE 3** of this document before signifying your agreement to the special resolution set out on **PAGE 2***

The undersigned, being the eligible members entitled to vote on the special resolution contained on **PAGE 2** of this document 21 August 2015, hereby irrevocably agree to that special resolution

Name of Shareholder

Signature

Date

Duly authorised signatory
for and on behalf of
**SANCTUARY HOUSING
ASSOCIATION**



26/08/15

Duly authorised signatory
for and on behalf of
**CHESHIRE WEST &
CHESTER BOROUGH COUNCIL**

Rachel Maddocks

25/08/15.

COMPANY NO: 08002607

ARTICLES OF ASSOCIATION

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF
AVENUE SERVICES (NW) LIMITED**

ADOPTED BY A SPECIAL RESOLUTION PASSED ON 26 August 2015

1 NAME

The name of the Company is **Avenue Services (NW) Limited**

2 INTERPRETATION

For the purposes of these Articles

A Director	a Director appointed pursuant to Article 18 1(b),
Act	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
Articles	these Articles of Association of the Company (as amended from time to time),
B Director	a Director appointed pursuant to Article 18 1(a),
Blacon	the Blacon ward of the City of Chester,
Board	the board of Directors constituted as set out in Article 18 1,
Chair	the Chair appointed by the Board in accordance with the Article 34,

clear days	in relation to the period of a notice means the 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,
Community Director	a Director appointed pursuant to Article 18 1(c),
Company	the Company intended to be regulated by these Articles,
Council	Cheshire West and Chester Borough Council or its statutory successor following a local government reorganisation,
Director	a member of the Board and " Directors " shall be construed accordingly,
eligible director	in relation to a matter or decision, a Director who is or would be entitled to count in the quorum and vote on the matter or decision at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter or decision),
executed	includes any mode of execution,
Facilities	shall mean the following <ul style="list-style-type: none"> (a) nurseries, schools, education and learning centres and other learning and support facilities for children, young people and adults, (b) libraries, museums, arts centres, theatres and other facilities for the teaching, learning, promotion and enjoyment of art and culture, (c) community and family centres, (d) health centres, (e) allotments and other similar facilities,

- (f) public parks and gardens,
- (g) cemeteries,
- (h) leisure centres, swimming baths, sports halls, pitches, playgrounds, adventure parks and other similar facilities,
- (i) facilities for the sale of meals, food and drink,
- (j) retail facilities,

Further A Directors

a Director appointed pursuant to Article 18 2,

Group Company

a body corporate which is at the relevant time

- (a) a Member,
- (b) a subsidiary of the Company, or
- (c) the Company's holding company or a subsidiary of that holding company,

and for these purposes "**holding company**" and "**subsidiary**" have the meanings given to those expressions in section 1159 of the Act,

Head

the person with that title from time to time,

local authority person

any person who

- (a) is or has been a member of a relevant local authority in the preceding four years,
- (b) is or has been an officer of a relevant local authority (apart from a non-managerial or non-housing employee) in the preceding year,
- (c) is or has been both an employee and either a director, manager, secretary or other similar officer of a company which is under the control of a relevant local

authority in the preceding four years,

(d) and in the case of Directors (but for the avoidance of doubt not Members) who is a spouse, cohabiting partner, parent, child, brother or sister of a person falling within category (a), (b) or (c) above, or

(e) is an employee of a person falling within category (d) above,

Member a person who has become and remains a member in accordance with the provisions of the Articles,

memorandum the memorandum of association of the Company,

office the registered office of the Company,

Permitted Transfer the transfer by a Member to Sanctuary of that Member's interest and membership in the Company,

Property any property owned of managed by the Company,

relevant local authority a local authority as defined in Section I of the Housing Act 1985 (as amended or re-enacted from time to time) that has previously managed for rent- housing provided by the Company or any of its Subsidiaries,

Resident any person who lives in Blacon,

Rules any rules and bylaws adopted by the Company from time to time in accordance with the Articles or any policies otherwise adopted with reference to the Articles,

Sanctuary Sanctuary Housing Association (company no IP19059R),

seal the common seal of the Company if it has one,

secretary the secretary of the Company or any other person appointed to perform the duties of the secretary of the

Company, including a joint, assistant or deputy secretary,

Services

the following services, together with all other ancillary services which are necessarily required for the proper performance of those services

- (a) the cleansing, maintenance, repair, reconstruction, and improvement of all land, buildings, highways, open spaces, sports fields, parks and other public amenity areas within Blacon used for the provision of the Services and Facilities as defined herein,
- (b) the education, welfare and support of adults, children and young people,
- (c) the support of families living in Blacon,
- (d) the teaching, learning, promotion and enjoyment of art and culture,
- (e) the teaching, learning, promotion and enjoyment of sport and related leisure activities,
- (f) health services to include medical services, nursing, care and support services, respite care, health and healthy living advice,
- (g) community and neighbourhood services to include community safety services, street parking and environmental nuisance enforcement,
- (h) housing management services relating to rented residential accommodation, to include property maintenance, repair and improvement, rent collection, emergency alarm services, property security services and warden services,
- (i) personal care services for the support of vulnerable Residents,

- (j) money advice and welfare benefits services,
- (k) employment and employment support services to include provision of employment skills, learning and work support programmes,
- (l) business services to include services to support and facilitate the creation of new business enterprises within Blacon and particularly the creation of social enterprises,
- (m) promoting economic and/or social and/or environmental wellbeing in the Blacon area,
- (n) promoting the generation of income by the management of retail and community assets and to explore and deliver continuous improvement in the delivery of the Services,

Tenant any person occupying a residential Property in Blacon under a tenancy or lease or any person occupying such premises as a licensee,

United Kingdom Great Britain and Northern Ireland, and

vice-Chair the vice-Chair of the Board appointed in accordance with Article 34

Words importing the masculine gender only shall include the feminine gender

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act

3 REGISTERED OFFICE

The registered office of the Company will be situated in England

4 OBJECTS AND POWERS

4 1 The Company is established with the following objects ("**Objects**")

- (a) to provide or facilitate the provision of the Services and the Facilities for the benefit of Blacon, the Residents and the wider community of the Borough of Cheshire West and Chester,
- (b) to acquire, provide, maintain, improve and reconstruct land and buildings and other real or personal property (including infrastructure and equipment) necessary or desirable for the provision of the Services and the Facilities or otherwise necessary or desirable for the promotion of the Objects,
- (c) to secure and promote the involvement of Residents and other members of the community of Blacon in all aspects of the Company's affairs,
- (d) to improve and protect the physical and social environment of Blacon whether in association with public or local authorities, voluntary associations, the Residents or otherwise howsoever,
- (e) to provide the Services and Facilities in a way which leads to improvement in quality and reduction in cost,
- (f) to employ Residents in the provision of the Services and the Facilities with a view to increasing employment prospects and other life opportunities for those Residents,
- (g) to generally do things for the benefit of the Residents, the Blacon community and the wider community of the Borough of Cheshire West and Chester

4 2 For the purposes of this Article 4, in order to further its Objects but not otherwise the Company has power

- (a) to acquire commercial premises or businesses,
- (b) to repair, improve or convert commercial premises acquired as mentioned in Article 4 2(a) or to carry on any business so acquired,
- (c) to enter contracts and arrangements of any nature with any party or body whether carried on for profit or not,
- (d) to draw, make, accept, endorse, discount, accept and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Company,

- (e) to invest funds in housing, land, properties, infrastructure and equipment,
- (f) to purchase or otherwise acquire land of any tenure or any interest in land,
- (g) to dispose of or grant any interest in land to any person,
- (h) to raise or borrow funds from any person for the Objects including investment upon such terms and conditions as the Company thinks fit,
- (i) to charge or mortgage all or any part of the assets of the Company,
- (j) to purchase, hire or otherwise acquire and hold, any property, to maintain and alter any such property and to sell, lease or otherwise dispose of or mortgage any such property,
- (k) to appoint and engage employees, consultants, agents or contractors to perform any function of the Company on such terms as may be deemed appropriate and to remove or dismiss such persons,
- (l) to grant pensions to employees and to pay to funds or schemes, whether established by the Company or not, for the provision of pension and retirement benefits in respect of employees of the Company and their widows and children or other dependents,
- (m) to insure and arrange insurance cover for the Company from and against all such risks as the Board may think fit and to pay any premium in respect of such insurance,
- (n) subject to the Act to insure and arrange insurance cover for, and to indemnify its officers, staff members and voluntary workers against all such risks incurred in the course of the performance of their duties as the Company shall think fit,
- (o) to invest any monies of the Company not immediately required for the furtherance of the Objects as it determines and as permitted by law,
- (p) subject to such consents as may be required by law and compliance with all formal guidance issued by the Company's regulators (if any) to purchase or otherwise acquire or to encourage or promote and in any way support or aid the establishment and development of any subsidiary or associated company established for the purposes of carrying on any trade or business either for the purpose of raising funds for the Company or for the furtherance of the Objects,

- (q) to establish or support any charitable trusts, associations or institutions formed for all, or any of the Objects,
- (r) to pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company,
- (s) to provide land, amenities or services for Residents either exclusively or together with other persons,
- (t) to enter into joint venture agreements with any person and to subscribe for shares in any company or other corporate entity,
- (u) to appoint and remove any person or persons as an investment manager on such terms as shall be agreed by the Company including terms as to the holding and custody of any assets and dealings in any assets or investment,
- (v) and notwithstanding any other power referred to in Article 4 2 to do all such other lawful acts and things as are necessary expedient or desirable in furtherance of the Objects or the exercise of any of its powers

5 APPLICATION OF ASSETS

The income and property of the Company and any surplus income generated by its activities, shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to Members or Directors except that the Company may make payment

- (a) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or employee of the Company who is not a Director,
- (b) of interest on money lent by any member of the Company or Director at a reasonable and proper rate per annum,
- (c) to any Director of reasonable and proper out-of-pocket expenses necessarily and reasonably incurred in respect of the performance of his duties,
- (d) of premiums for insurance indemnifying Directors and Members against any liability which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust in relation to the Company,

(e) of reasonable and proper remuneration for the role of the Chair and vice-Chair,

Provided that nothing shall prevent the Company from providing (i) Services or Facilities in respect of a property in accordance with the Objects where the tenant, lessee or licensee of such property may be a Director, or (ii) services to any Member

6 LIMITATION OF LIABILITY

The liability of the Members is limited

7 GUARANTEE

7.1 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of it being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.00 (one pound sterling)

8 DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any monies, property or others assets whatsoever, then first, if any asset has been gifted to the Company by a Member, such asset, or a sum representing the value of such asset at the date of its contribution to the Company, shall be returned to the Member concerned and, second, all remaining monies, property or other assets shall be paid to or distributed among the Members in proportion to their voting rights or as agreed between the Members

9 NON-DISCRIMINATION

The Company shall at all times act in accordance with the law, the requirements of its regulators and the requirements of good practice with regard to non-discrimination against certain social groups as that is understood from time to time

10 MEMBERS

(a) The Members of the Company shall be

(i) the Council, and

(ii) Sanctuary

(b) The liability of each Member is limited to £1 00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a member, for

(i) payment of the Company's debts and liabilities contracted before he ceases to be a member,

(ii) payment of the costs, charges and expenses of winding up, and

(iii) adjustment of the rights of the contributories among themselves

11 RIGHTS OF MEMBERS

11 1 Except in the case of the Permitted Transfer, the rights of any Member shall personal and shall not be transferable and shall automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member (whether a corporation or not) ceases to carry on its business or substantially the whole of its business, or becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administration, trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution

11 2 The cessations referred to in Article 11 1 shall take place forthwith upon the occurrence of the events set out in such Article and without the need of notice being given to the Member concerned

12 GENERAL MEETINGS

12 1 The Company shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such times and places as the Directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

- 12 2 The Directors may call general meetings and, on the requisition of Members entitled to 10% of the votes in general meeting pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition

13 NOTICE OF GENERAL MEETINGS

- 13 1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least fourteen clear days' notice. All other extraordinary general meetings 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

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote, and
- (b) in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90 per cent of the total voting rights at the meeting of all the Members

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such

- 13 2 The notice shall be given to all the Members and to the Directors and auditors
- 13 3 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

14 PROCEEDINGS AT GENERAL MEETINGS

- 14 1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall consist of
- (a) a duly authorised representative of the Council, and
 - (b) a duly authorised representative of Sanctuary
- 14 2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the

same day in the next week at the same time and place, or to such time and place as the Directors may determine

- 14 3 The Chair or in his absence some other Director nominated by the Directors shall preside as Chair of the meeting, but if neither the Chair nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chair and, if there is only one Director present and willing to act, he shall be Chair
- 14 4 If no Director is willing to act as Chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chair
- 14 5 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting
- 14 6 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 14 7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. No resolution shall be passed unless a majority of votes (whether in poll or on a show of hands and including any casting vote) are cast in favour of such resolution. Subject to the provisions of the Act, a poll may be demanded
- (a) by the Chair, or
 - (b) by at least one Member having the right to vote at the meeting
- 14 8 Unless a poll is duly demanded a declaration by the Chair 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

- 14 9 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 14 10 A poll shall be taken as the Chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 14 11 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.
- (a) a person is able to exercise the right to vote at a general meeting when
- (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (ii) 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,
- (b) 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,
- (c) 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,
- (d) 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.
- 14 12 A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is 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.

- 14 13 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

15 VOTES OF MEMBERS

- 15 1 On any resolution in general meeting 100 votes shall be available of which

(a) the Council shall be entitled to cast 49 votes,

(b) Sanctuary shall be entitled to cast 51 votes

- 15 2 Each of the Council and Sanctuary shall be required to exercise all of its respective votes in the same way whether in favour of the resolution or against

- 15 3 A vote given or poll demanded by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

- 15 4 Any organisation which is a Member of the Company may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised, shall be entitled to exercise the same powers on behalf of the organisation which he represent as the organisation could exercise if it were an individual Member of the Company

16

(a) The Members may, by special resolution, direct the Directors to take or refrain from taking, specified action

(b) No such special resolution invalidates anything which the Directors have done before the passing of the resolution

17 DIRECTORS

The first Directors shall be those persons named in the statement delivered pursuant to the Act, who shall be deemed to have been appointed under the Articles

18

18 1 Subject to Article 18 2, there shall be a Board consisting of up to 11 Directors Of these Directors

(a) three shall be appointed by the Council (the **B Directors**), and

(b) three shall be appointed by Sanctuary (the **A Directors**), and

(c) two shall be appointed in accordance with Rules adopted by the Company from time to time with the approval of each of the Members (the **Community Directors**)

18 2 In addition to the provisions set out in Article 18 1, Sanctuary shall be entitled to appoint, by notice, up to three additional Directors (in addition to the three Directors so referred to in Article 18 1) who shall be additional A Directors (the **Further A Directors**) Sanctuary may also, by notice, remove the Further A Directors

18 3 Procedures and rules adopted for the appointment of Community Directors shall provide that nominations of candidates for appointment to the Board shall be made in writing stating full name and address of the person making the nomination The signature of the nominated person confirming his or her willingness to be appointed shall also be required

19 The number of local authority persons appointed to the Board shall at no time be more than such as would at any time cause the Company to be treated as regulated company within the meaning of the Local Government and Housing Act 1989 or the Local Authorities (Companies) Order 1995

20 At the Annual General Meeting in each year one of each of the B Directors, the A Directors, the Further A Directors and the Community Directors shall retire from office and shall be replaced by a Director appointed in accordance with Articles 18 1 and 18 2

21 The Directors to retire from office in accordance with Article 20 shall be those who have been longest in office at the date of the annual general meeting but as between persons who became or were last reappointed Directors on the same day the Directors to retire shall be determined by lot

22 A Director who is requested to retire in accordance with the rotation provisions shall be eligible for reappointment without requirement for nomination

23 A Director shall cease to be a Director if he or she

- 23 1 becomes bankrupt or makes any arrangement or composition with his creditors,
- 23 2 becomes prohibited by law from being Director,
- 23 3 becomes incapable by reason of mental disorder illness or injury of managing and administering his or her property and affairs,
- 23 4 is the subject of a custodial sentence imposed by a court in the United Kingdom in respect of any criminal act or omission unless the board determines otherwise,
- 23 5 in the case of a Community Director he or she ceases to be a Resident,
- 23 6 is a Community Director and becomes a Local Authority Person,
- 23 7 is convicted of any criminal act or omission and the Board determines that he or she shall be removed from the Board,
- 23 8 resigns from office by giving written notice to the Company,
- 23 9 is removed by a special resolution of the Members,
- 23 10 in the case of the Community Director, fails to attend three consecutive Board Meetings or fails to attend any Board meeting for a period of six months (whichever is the longer period) and the Board determines that he or she shall be removed from the Board

24 REGISTER OF DIRECTORS

- 24 1 There shall be maintained a register of Directors' interests and Directors shall be obliged to enter into the register particulars of any matter relevant to the affairs of the Company

25 CONFLICTS OF INTEREST

- 25 1 In this Article and Articles 26 and 27

"authorise" means to authorise in accordance with section 175(5)(a) of the Act and "authorisation", "authorised" and cognate expressions shall be construed accordingly,

a "conflict of interest" includes a conflict of interest and duty and a conflict of duties,

"conflicted director" means a Director in relation to whom there is a conflicting matter,

"conflicting matter" means a matter which would or might (if not authorised or if not permitted under Article 26) constitute or give rise to a breach of the duty of a director under section 175(1) of the Act to avoid a conflict situation,

"conflict situation" means a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including a conflict of interest),

"interested director" means a Director who has, in any way, a material direct or indirect interest in a matter or decision,

a conflicting matter, conflict situation or interest is **"material"** unless it cannot reasonably be regarded as likely to give rise to a conflict of interest, and

"other directors" means, in relation to a particular conflicting matter, Directors who are not interested directors in relation to that conflicting matter

25 2 Exercise of the power of the Directors to authorise a conflicting matter shall be subject to the provisions of this Article

25 3 The provisions of this Article apply

(a) subject to Article 26, and

(b) without prejudice (and subject) to the provisions of section 175(6) of the Act

Nothing in these Articles shall invalidate an authorisation

25 4 A conflicted director seeking authorisation of any conflicting matter shall disclose to the other directors the nature and extent of the conflicting matter as soon as is reasonably practicable. The conflicted director shall provide the other directors with such details of the conflicting matter as are necessary for the other directors to decide how to address the conflicting matter, together with such additional information as may be requested by the other directors

25 5 Any Director (including the conflicted director) may propose that a conflicted director's conflicting matter be authorised. Any such proposal, and any authorisation given by the Directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the Directors under the provisions of these Articles, except that

- (a) the conflicted director and any other interested director shall not count towards the quorum nor vote on any resolution giving that authorisation, and
- (b) the conflicted director and any other interested director may, if the other directors so decide, be excluded from any meeting of the Directors while the conflicting matter and the giving of that authorisation are under consideration

25 6 Where the Directors authorise a conflicted director's conflicting matter

- (a) the Directors may (whether at the time of giving the authorisation or subsequently)
 - (i) require that the conflicted director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) in relation to which any actual or potential conflict of interest may arise from the conflicting matter, and
 - (ii) impose on the conflicted director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine,
- (b) the conflicted director shall conduct himself in accordance with any terms or conditions imposed by the Directors (whether at the time of giving that authorisation or subsequently),
- (c) the Directors may provide that, where the conflicted director obtains (otherwise than through his position as a Director) information that is confidential to a third party, the conflicted director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
- (d) the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded), and
- (e) the Directors may revoke or vary the authorisation at any time but no such action will affect anything done by the conflicted director prior to that action in accordance with the terms of the authorisation

26 PERMITTED CONFLICT SITUATIONS

26 1 If a Director or a connected person of a Director

- (a) is or becomes a member, director, board member, manager or employee of the Company or any other Group Company, or
- (b) acquires and holds shares in the capital of any other body corporate, wherever incorporated, provided that the shares held by the Director and his connected persons do not exceed 3% of the nominal value of the issued share capital of that body corporate,

any conflict situation which arises only by reason of such a conflicting matter is permitted by this Article and the relevant conflicting matter does not require disclosure and authorisation in accordance with Article 25

26 2 If

- (a) a Director or a connected person of a Director acquires or holds shares in excess of the limit prescribed in Article 26 1(b) in the capital of any other body corporate, wherever incorporated, or
- (b) a Director or a connected person of a Director is appointed or acts as a member, director, board member, manager or employee of a body corporate, wherever incorporated, other than a Group Company,

and so long as the conditions specified in Article 26 3 are satisfied in relation to the Director (the "**relevant conflicted director**"), any conflict situation which arises only by reason of such a conflicting matter is permitted by this Article and the relevant conflicting matter does not require disclosure and authorisation in accordance with Article 25

26 3 The conditions referred to in Article 26 2 are as follows

- (a) the relevant conflicted director must
 - (i) disclose to the other directors the nature and extent of the relevant conflicting matter as soon as is reasonably practicable,
 - (ii) whenever required by the other directors, either confirm that there has been no material change in the nature and extent of the relevant conflicting matter or provide details of any such material change that may have occurred, and
 - (iii) whether or not requested to do so, promptly inform the other directors regarding any material change in the nature and extent of the relevant

conflicting matter,

and, in each case, provide the other directors with such details of the relevant conflicting matter as they may require (but so that the relevant conflicted director shall not be obliged to breach any legal obligation as to confidentiality owed to a third party),

- (b) unless the other directors decide that, in their opinion
 - (i) the conflict situation arising by reason of the relevant conflicting matter is not material, or
 - (ii) it is reasonable to expect the relevant conflicted director to resolve the relevant conflict situation in favour of the Company,

the relevant conflicted director must also be excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the other directors or otherwise) in relation to which a conflict situation arises by reason of the relevant conflicting matter, and

- (c) the relevant conflicted director must also comply with any other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the relevant conflicting matter as the other directors may determine including (but not limited to) confidentiality, and
 - (iii) any such terms or conditions shall be recorded in writing (but the authorisation conferred by this Article shall be effective whether or not the terms are so recorded), and
 - (iv) the other directors may vary any such terms or conditions at any time, but no such variation will affect anything done by the relevant conflicted director prior to that variation in accordance with the terms or conditions in effect at the relevant time

26 4 A Director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the Company for any benefit which he (or a person connected with him) derives from

- (a) a conflicting matter authorised by the Directors,

- (b) a conflicting matter to which Article 26 1 or Article 26 2 applies, or
- (c) a decision of the Directors in relation to which, in accordance with Article 27 2, the Director was an eligible director, notwithstanding his relevant conflicting interest,

and no transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

27 DIRECTORS' INTERESTS AND DECISION MAKING

27 1 A Director who has a direct or indirect interest or duty that conflicts with the interests of the Company in relation to a proposed decision of the Directors is not an eligible director in relation to that decision unless Article 27 2 applies to him

27 2 A Director who has a direct or indirect interest that conflicts with the interests of the Company in relation to a proposed decision of the Directors (a **"relevant conflicting interest"**) shall be an eligible director in relation to that decision, provided that

- (a) in a case where the relevant conflicting interest is in an actual or proposed transaction or arrangement with the Company

- (i) the nature and extent of the relevant conflicting interest either

- (A) has been duly declared to the other directors in accordance with section 177 or section 182 of the Act, as the case may require, or

- (B) is not required by the terms of either of those sections to be declared, and

- (ii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the Director and

- (A) that conflicting matter (or any breach of the relevant Director's duty under section 175(1) of the Act by reason of that conflicting matter) is or has been authorised, permitted, approved or ratified, either in accordance with Article 25 or Article 26 or by the Members (and that authorisation, permission, approval or ratification has not been revoked, withdrawn or reversed), and

- (B) the relevant Director has not been required to be excluded from

participation in discussions and/or the making of decisions in relation to which the Director has the relevant conflicting interest, or

- (iii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the Director and that conflicting matter (or any breach of the relevant Director's duty under section 175(1) of the Act by reason of that conflicting matter) is not or has not been authorised, permitted, approved or ratified, either in accordance with Article 25 or Article 26 or by the Members

- (A) the conflict situation arising by reason of that conflicting matter is not material, or

- (B) the other directors are aware of the relevant conflicting interest and have determined that the Director shall be an eligible director in relation to that decision, and

- (b) in any other case

- (i) the Director has disclosed the nature and extent of the relevant conflicting interest, or has not done so where

- (A) it cannot reasonably be regarded as likely to give rise to a conflict of interest, or

- (B) the other directors are already aware of it, and

- (ii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the Director and

- (A) that conflicting matter (or any breach of the relevant Director's duty under section 175(1) of the Act by reason of that conflicting matter) is or has been authorised, permitted, approved or ratified, either in accordance with Article 25 or Article 26 or by the Members (and that authorisation, permission, approval or ratification has not been revoked, withdrawn or reversed), and

- (B) the relevant Director has not been required to be excluded from participation in discussions and/or the making of decisions in relation to which the Director has the relevant conflicting interest, or

(iii) where the relevant conflicting interest is constituted by, or arises from, a conflicting matter of the Director and that conflicting matter (or any breach of the relevant Director's duty under section 175(1) of the Act by reason of that conflicting matter) is not or has not been authorised, permitted, approved or ratified, either in accordance with Article 25 or Article 26 or by the Members

(A) the conflict situation arising by reason of that conflicting matter is not material, or

(B) the other directors are aware of the relevant conflicting interest and have determined that the Director shall be an eligible director in relation to that decision, but

(c) the provisions of this Article do not apply in relation to a decision under Article 25 5

For the purposes of this Article, the other directors are to be treated as aware of anything of which they ought reasonably to be aware

27 3 If a question arises at a meeting of the Directors about whether or not a Director (other than the chairman of the meeting)

(a) has a material conflict situation for the purposes of Articles 25 or 26,

(b) can vote (where that Director does not agree to abstain from voting) on the issue in relation to which the conflict situation arises, or

(c) can be counted in the quorum (where that Director does not agree not to be counted in the quorum) for the purpose of voting on the issue in relation to which the conflict arises,

the question must (unless Article 27 4 applies) be referred to the chairman of the meeting. The ruling of the chairman of the meeting in accordance with this Article 27 3 about any Director other than himself is final and conclusive, unless the nature or extent of the Director's conflict situation (so far as it is known to him) has not been fairly disclosed to the other directors

27 4 If in relation to a question of the kind referred to in Article 27 3 the chairman of the meeting is an interested director, the question must be referred to the other directors in accordance with Article 27 5 as if it were a question about the chairman of the meeting

27 5 If a question of the kind referred to in Article 27 3 arises about the chairman of the meeting (or if Article 27 4 applies), the question shall be decided by a resolution of the other directors. The chairman of the meeting (or conflicted director) cannot vote on the question but can be counted in the quorum. The other directors' resolution about the chairman of the meeting (or conflicted director) is conclusive, unless the nature and extent of the chairman's (or conflicted director's) conflict situation (so far as it is known to him) has not been fairly disclosed to the other directors.

27 6 For the purposes of

- (a) any meeting (or part of a meeting) held in accordance with Article 25 to authorise a director's conflict, or
- (b) any determination in accordance with Article 27 4 or 27 5,

if there is only one Director present who is not an interested director for the purpose of that authorisation or determination, the quorum for that meeting (or part of a meeting) is one eligible director.

27 7 For the purposes of

- (a) any Directors' resolution in accordance with Article 37 to authorise a director's conflict for the purposes of Article 25, or
- (b) any determination in accordance with Article 27 4 or 27 5 other than in a meeting,

if there is only one Director in office who is not an interested director for the purpose of that resolution or determination, the quorum for the purpose of signing or passing that resolution or determination is one eligible director.

27 8 Nothing in this Article 27 shall be taken as absolving any Director from any of the obligations set out in Article 25. A determination by the Directors in accordance with Article 27 2(a)(iii)(B) or 27 2(b)(iii)(B) that a conflicted director may be an eligible director in relation to a decision of the Directors does not amount to authorisation of the relevant conflict situation.

27 9 The Company may, by ordinary resolution, ratify any transaction, arrangement or other matter which has not been properly authorised by reason of a contravention of these Articles.

27 10 Any reference in this Article or Articles 25 and 26 to meetings of the Directors and voting shall include decision-making by resolution in writing in accordance with Article 37.

28 MANAGEMENT OF THE COMPANY

28 1 Subject to the provisions of the Act and the Articles and to any directions given by resolution of the Members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company No alteration of the memorandum or the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given

28 2 The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Directors

28 3 The Directors shall comply at all times with the provisions set out in Appendix 2 to these Articles and with any codes of conduct adopted by the Company or by the Directors

29 Specific additional powers in addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers, namely

29 1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects,

29 2 to enter into contracts on behalf of the Company

30 DIRECTORS' EXPENSES

The Directors may be paid reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties subject to the production of satisfactory receipts, but shall otherwise be paid no remuneration

31 DIRECTORS' APPOINTMENTS

31 1 Except to the extent permitted by these Articles (in particular Article 5 (Application of Assets) and Article 26 (Permitted Conflict Situations)), no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party

31 2 Articles 32 to 34 inclusive shall be read subject to Article 27

32 PROCEEDINGS OF DIRECTORS

(a) Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit and may adopt standing orders and codes of conduct governing their affairs 3 Directors together may, and the secretary at the request of 3 Directors together shall call a meeting of Directors A meeting of the Board shall be held at least once in every three month period and for that purpose only may be called by any Director or the Secretary at the request of a Director It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom Questions arising at a meeting, shall be decided by a majority of votes Each Director shall have one vote The Chair shall not have a second or casting vote

(b)

(i) The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 32(c)

(ii) If

(A) the Company only has one Director, and

(B) no provision of the Articles requires it to have more than one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles to Directors' decision-making

(c)

(i) A decision of the Directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter

(ii) Such a decision may take the form of a resolution in writing copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing

- (d) Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice
 - (i) Notice of any Directors' meeting must indicate
 - (A) its proposed date and time,
 - (B) where it is to take place, and
 - (C) 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
 - (ii) Notice of a Directors' meeting must be given to each Director, but need not be in writing
 - (iii) 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 not more than 7 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
- (e)
 - (i) Subject to the Articles, Directors participate in a Directors' meeting, or part of Directors' meeting, when
 - (A) the meeting has been called and takes place in accordance with the Articles, and
 - (B) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
 - (ii) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other
 - (iii) 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

33 QUORUM

33 1 The quorum for the transaction of the business of the Directors may be fixed by the Directors but must include at least as a minimum of two eligible directors comprising one B Director and either one A Director or one Further A Director

33 2 For the purposes of

(a) any meeting (or part of a meeting) held in accordance with Article 25 to authorise a Director's conflict, or

(b) any determination in accordance with Article 27 4 or 27 5,

if there is only one Director present who is not an interested director (as defined in Article 25) for the purpose of that authorisation or determination, the quorum for that meeting (or part of a meeting) is one eligible director

33 3 For the purposes of

(a) any Directors' resolution in accordance with Article 37 to authorise a Director's conflict for the purposes of Article 25, or

(b) any determination in accordance with Article 27 4 or 27 5 other than in a meeting,

if there is only one Director in office who is not an interested director (as defined in Article 25) for the purpose of that resolution or determination, the quorum for the purpose of signing or passing that resolution or determination is one eligible director

33 4 The Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting

33 5 The rules adopted by the Company in relation to the appointment of Community Directors shall prescribe the arrangements which will apply in the event of a casual vacancy occurring. If a vacancy arises in relation to a B Director or A Director or Further A Director then as the case may be, the Council or Sanctuary shall notify the Secretary of the identity of the person who is to be appointed to fill the vacancy

34 THE CHAIR AND VICE-CHAIR

- 34 1 The Directors shall following the Annual General Meeting in each year appoint one of their number to be the Chair of and such person shall serve as Chair of the Company until the date of the first Annual General Meeting following his appointment or until a resolution of the Directors for his removal from that office is passed provided that the Chair may only be selected from the B Directors, the A Directors or the Further A Directors The Directors shall following the Annual General Meeting in each year appoint one of their number to be the vice-Chair of and such person shall serve as vice-Chair of the Company until the date of the first Annual General Meeting following his appointment or until a resolution of the Directors for his removal from that office is passed provided that the vice-Chair may only be selected from the B Directors, the A Directors or the Further A Directors
- 34 2 The Director appointed as Chair or in his absence a vice-Chair shall preside at every meeting of the Board and of the Members of the Company at which he is present If there is at any time no Chair or vice-Chair, or if the Director appointed as Chair and vice-Chair are not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chair of the meeting
- 34 3 The duties of the Chair shall be as set out in Appendix 1 to these Articles
- 34 4 The duties of the vice-Chair shall be to deputise for the Chair in his absence and to carry out such other functions as the Board may from time to time agree

35 COMMITTEES OF THE BOARD

- 35 1 Subject to the provisions of Article 23 the Directors may appoint one or more Committees consisting of three or more Directors and up to two other persons who need not be Members of the Company for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a Committee provided that all acts and proceedings of any such Committees shall be fully and promptly reported to the Directors and any such Committee shall operate within and not exceed any budget for its own expenditure previously agreed with the Board
- 35 2 The Head of the Company shall be ex-officio and any other person may be co-opted to the Board in a non-voting capacity
- 36 All acts done by a meeting of Directors, or of a Committee of Directors, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not

entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote

37 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a Committee of Directors, shall be as valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a Committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors

38 Any bank account in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall be signed by at least two Directors (one of whom shall be a B Director or an A Director) or such other persons as are authorised from time to time by the Board

39 SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit and any Secretary so appointed may be removed by them

40 MINUTES

The Directors shall keep minutes in books kept for the purpose

(a) of all appointments of officers made by the Directors, and

(b) of all proceedings at meetings of the Company and of the Directors and of Committees of Directors including the names of the Directors present at each such meeting

41 THE SEAL

The seal shall only be used by the authority of the Directors or of a Committee of Directors and other persons authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director

42 ACCOUNTS

Accounts shall be prepared in accordance with the provisions of Part VII of the Act and with the requirements of the Housing Corporation or any other regulatory body to which the Company shall be subject

43 NOTICES

- 43 1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing
- 43 2 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company
- 43 3 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called
- 43 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

44 INDEMNITY

- (a) Subject to the provisions of the Act every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company
- (b) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss

(c) In this Article

- (i) **"Relevant Director"** means any Director or former Director of the Company or an associated Company,
- (ii) a **"Relevant Loss"** means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the company or associated Company, and
- (iii) Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

45 RULES

45 1 The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate

- (a) the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members,
- (b) the conduct of Members of the Company in relation to one another, and to the Company's servants,
- (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
- (d) the procedure at general meetings and meetings of the Directors and committees of the Directors in so far as such procedure is not regulated by the Articles,
- (e) generally, all such matters as are commonly the subject matter of Company rules,
- (f) the remuneration (if any) of the Chair and the vice-Chair

- 45 2 The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of the Company all such rules or bye laws, which shall be binding on all Members of the Company

APPENDIX 1

The Chair's Responsibilities

The Chair shall seek to ensure that

- 1 the Board's business and the Company's general meetings are conducted efficiently,
- 2 all Directors are given the opportunity to express their views,
- 3 a constructive working relationship is established with, and support provided for the Head of the Company,
- 4 the Directors delegate sufficient authority to its committees, the Chair, the Head of the Company (if any), and others to enable the business of the Company to be carried on effectively between Board meetings,
- 5 the Directors receive professional advice when it is needed,
- 6 the affairs of the Company are conducted in accordance with generally accepted codes of performance and property

The Chair shall seek to ensure that there is a written statement of the Chair's responsibilities which shall be agreed with the Directors and reviewed from time to time

APPENDIX 2

Responsibilities of the Directors

The Directors shall direct the affairs of the Company in accordance with its Objects. Amongst their functions shall be to

- 1 define and ensure compliance with the values and objectives of the Company and ensure these are set out in each annual report,
- 2 establish policies and plans to achieve those objectives,
- 3 approve each year's budget and accounts prior to publication,
- 4 establish and oversee a framework of delegation and systems of control,
- 5 agree policies and make decisions on all matters that create significant financial risk to the Company or which affect material issues of principle,
- 6 monitor the Company's performance in relation to these plans budget controls and decisions,
- 7 appoint (and if necessary remove) any Head of the Company and consent to the appointment of senior employees,
- 8 satisfy itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety,
- 9 take professional advice where appropriate and when the Directors are in any doubt as to the nature or extent of their duties,

and none of these functions shall be capable of delegation