

**The Companies Act 2006**

**Private Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**Wythenshawe Community Housing Group Limited**

**Adopted by a Special Resolution of the Company on 1 May 2020**



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## Table of Contents

Article		Page No.
<u>1</u>	<u>DEFINED TERMS AND INTERPRETATIONS</u>	
<u>2</u>	<u>LIABILITY OF MEMBERS</u>	
<u>3</u>	<u>OBJECTS OF THE COMPANY</u>	
<u>4</u>	<u>POWERS</u>	
<u>5</u>	<u>EQUALITY AND DIVERSITY</u>	
<u>6</u>	<u>APPLICATION OF INCOME AND PROFIT</u>	
<u>7</u>	<u>WINDING UP</u>	
<u>8</u>	<u>ADMISSION OF MEMBERS</u>	
<u>9</u>	<u>CESSATION OF MEMBERSHIP</u>	
<u>10</u>	<u>ANNUAL GENERAL MEETING</u>	
<u>11</u>	<u>ATTENDANCE AND SPEAKING AT GENERAL MEETINGS</u>	
<u>12</u>	<u>NOTICE</u>	
<u>13</u>	<u>QUORUM FOR GENERAL MEETINGS</u>	
<u>14</u>	<u>CHAIRING GENERAL MEETINGS</u>	
<u>15</u>	<u>ATTENDANCE AND SPEAKING BY BOARD MEMBERS AND NON-MEMBERS</u>	
<u>16</u>	<u>ADJOURNMENT</u>	
<u>17</u>	<u>VOTING: GENERAL</u>	
<u>18</u>	<u>ERRORS AND DISPUTES</u>	
<u>19</u>	<u>CONTENT OF PROXY NOTICES</u>	
<u>20</u>	<u>DELIVERY OF PROXY NOTICES</u>	
<u>21</u>	<u>AMENDMENTS TO RESOLUTIONS</u>	
<u>22</u>	<u>BOARD MEMBERS' GENERAL AUTHORITY</u>	
<u>23</u>	<u>COMPOSITION OF THE BOARD</u>	
<u>24</u>	<u>MEMBERS' RESERVE POWER</u>	
<u>25</u>	<u>BOARD MEMBERS MAY DELEGATE</u>	
<u>26</u>	<u>COMMITTEES</u>	
<u>27</u>	<u>BOARD MEMBERS TO TAKE DECISIONS COLLECTIVELY</u>	
<u>28</u>	<u>BOARD RESOLUTIONS IN WRITING</u>	
<u>29</u>	<u>CALLING A BOARD MEETING</u>	
<u>30</u>	<u>PARTICIPATION IN BOARD MEETINGS</u>	
<u>31</u>	<u>QUORUM FOR BOARD MEETINGS</u>	
<u>32</u>	<u>CHAIRING OF BOARD MEETINGS</u>	
<u>33</u>	<u>CASTING VOTE</u>	
<u>34</u>	<u>CONFLICTS OF INTEREST</u>	
<u>35</u>	<u>RECORDS OF DECISIONS TO BE KEPT</u>	

- 36 BOARD MEMBERS' DISCRETION TO MAKE FURTHER RULES**
- 37 METHODS OF APPOINTING BOARD MEMBERS**
- 38 TERMS OF OFFICE, APPOINTMENT TO AND RETIREMENT FROM THE BOARD**
- 39 TERMINATION OF BOARD MEMBER'S APPOINTMENT**
- 40 ALTERNATE DIRECTORS**
- 41 BOARD MEMBERS' EXPENSES**
- 42 MEANS OF COMMUNICATION TO BE USED**
- 43 COMPANY SEALS**
- 44 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**
- 45 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**
- 46 INDEMNITY**
- 47 INSURANCE**
- 48 RECORDS, ACCOUNTS AND RETURNS**
- 49 AMENDMENT OF ARTICLES**

**The Companies Acts**  
**A private company limited by Guarantee and not having a Share Capital**  
**Articles of Association**  
**of**  
**Wythenshawe Community Housing Group Limited**

**PART 1**

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms and Interpretations**

1.1 In the articles, unless the context requires otherwise:

<b>2008 Act</b>	means the Housing and Regeneration Act 2008;
<b>Articles</b>	means the Company's articles of association;
<b>bankruptcy</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>Board</b>	means the board of directors of the Company;
<b>Board Member</b>	means a director of the Company, appointed in accordance with Articles 37 to 38;
<b>chairman</b>	has the meaning given in Article 32;
<b>chairman of the meeting</b>	has the meaning given in Article 14.3;
<b>Committee</b>	shall have the meaning given to it in Article 26;
<b>Companies Acts</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
<b>Company</b>	means Wythenshawe Community Housing Group Limited which is a company limited by guarantee registered in England and Wales with company no: 8198590 and regulated by these Articles;
<b>director</b>	means a director of the Company and, in these Articles, includes the Board Members and any person occupying the position of director, by whatever name called. The directors of the Company shall be charity trustees as defined by section 177 of the Charities Act 2011;
<b>document</b>	includes, unless otherwise specified, any document sent or

supplied in electronic form;

<b>derivative transaction</b>	means any transaction which is a forward, swap, future option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions, and includes, without limitation, any contract for differences as defined in the glossary in the Full Handbook as published by the Financial Services Authority from time to time;
<b>electronic form</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>executive officer</b>	means a person who is a senior employee of the Company or any Group Organisation;
<b>Group</b>	means at any time all entities who are Group Organisations from time to time;
<b>Group Organisation</b>	means the Company, each subsidiary of the Company, any associate of the Company, any body corporate of which the Company may be a subsidiary and any subsidiary or associate of such body corporate;
<b>Homes and Communities Agency or HCA</b>	means the social housing regulator and housing and regeneration agency in England, or any statutory successor to the same in whole or in part;
<b>Member</b>	means a member of the Company and here "member" has the meaning given in section 112 of the Companies Act 2006;
<b>Objects</b>	means the objects of the Company as set out in Article 3;
<b>ordinary resolution</b>	has the meaning given in section 282 of the Companies Act 2006;
<b>participate</b>	in relation to a Board meeting, has the meaning given in Article 30;
<b>proxy notice</b>	has the meaning given in Article 19;
<b>Regulator</b>	means the Regulation Committee established by the Homes and Communities Agency as the regulator of social housing in England pursuant to the Localism Act 2011 and / or any successor to its functions in whole or in part from time to time;
<b>resident</b>	means a person who alone or jointly with others holds a tenancy, lease or licence to occupy for residential use premises owned and/or managed by a Group Organisation;
<b>social housing</b>	has the meaning given to it in sections 68 and 77 of the 2008 Act;

<b>special resolution</b>	has the meaning given in section 283 of the Companies Act 2006;
<b>Subsidiary</b>	together with "associate", have the meanings given to them in section 1159 of the Companies Act 2006 in these Articles; and
<b>writing</b>	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 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

1.3 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are deemed to be fully excluded and replaced by the provisions of these Articles.

1.4 Except where the contrary is stated or the context otherwise requires, any reference in the Articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.

1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

## **2 Liability of Members**

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

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

2.2 payment of the costs, charges and expenses of winding up, and

2.3 adjustment of the rights of the contributories among themselves.

## **3 Objects of the Company**

The charitable Objects of the Company are:

3.1 the relief of poverty, sickness, disability and for the aged, in particular but not exclusively by the provision of social housing and affordable and / or specially designed or adapted housing and associated facilities and amenities;

3.2 the promotion of the efficiency and effectiveness of charities, in particular the registered charities Parkway Green Housing Trust (registered charity number: 1116258) and Willow Park Housing Trust (registered charity number: 1074481), particularly but not exclusively by the provision of administrative, Human Resources, Information Technology and development support and property management and maintenance;

- 3.3 the relief of poverty amongst the residents of the local authority areas in which the Company owns or manages housing stock;
- 3.4 the advancement of education, training or retraining (particularly among unemployed people) and providing people with work experience;
- 3.5 to provide, or assist in the provision of facilities in the interest of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life, in the local authority areas in which the Company or any other Group Organisations own or manage property; and
- 3.6 such charitable purposes for the public benefit as are exclusively charitable according to the law of England and Wales as the trustees may from time to time determine and which are not prohibited from time to time for a company registered as a provider of social housing with the Regulator under the 2008 Act.

#### **4 Powers**

- 4.1 The Company shall have the power to do any thing that a natural or corporate person may lawfully do which is necessary or expedient in furtherance of its Objects (and is within any relevant parameters set by the Regulator) unless prohibited in these Articles.
- 4.2 Without limiting the scope of Article 4.1, the Company shall have power to:
  - 4.2.1 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
  - 4.2.2 purchase, acquire or dispose of, or take or grant or otherwise deal with any interest or security interest in land, including any mortgage, charge, floating charge, or any other security whatsoever;
  - 4.2.3 construct or carry out works to buildings;
  - 4.2.4 help any charity or other body not trading for profit in relation to housing and related services;
  - 4.2.5 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property;
  - 4.2.6 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation;
  - 4.2.7 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Company;
  - 4.2.8 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
  - 4.2.9 lend or make grants or donations of money on such terms as its Board shall think fit;

- 4.2.10 guarantee, enter into any contract of indemnity or suretyship or provide security for the borrowings or performance of the obligations of a third party on such terms as its Board shall think fit;
- 4.2.11 set aside funds for special purposes or as reserves against future expenditure;
- 4.2.12 invest the Company's money (including but not limited to money borrowed by the Company) not immediately required for its Objects in or upon any investments, securities, or property;
- 4.2.13 arrange for investments or other property of the Company to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Board or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.2.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.2.15 enter into and perform any derivative transaction on such terms as its Board may think fit;
- 4.2.16 incorporate, set up, support, administer or acquire other corporate bodies for any purpose including trade;
- 4.2.17 accept (or disclaim) gifts of money and any other property;
- 4.2.18 trade in the course of carrying out the Objects and carry on any other trade (provided that such trade is ancillary to its charitable Objects);
- 4.2.19 engage and pay employees, consultants and professional or other advisers, and reimburse all of the foregoing and Board Members and Committee Members for reasonable out-of-pocket expenses any of them may incur while carrying out duties and business on behalf of or for the Company;
- 4.2.20 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.2.21 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Board to protect the Company; and
- 4.2.22 pay out of the funds of the Company the cost of any premium in respect of indemnity insurance to cover the liability of the Board (or any Board Member) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the company: PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Board (or any Board Member) knew was a breach of trust or which was committed by those persons or person in reckless disregard of whether it was a breach of trust or not.

## **5 Equality and Diversity**

The Company recognises the value of diversity. It will not tolerate unlawful discrimination on the grounds of age, gender, gender reassignment, marital or civil partnership status, race, nationality

or ethnic origin, caste, religion or similar philosophical belief, sexual orientation or disability and at all times will have due regard to its obligations under the Equality Act 2010.

## **6 Application of Income and Profit**

6.1 The Company shall not trade for profit. The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in the Articles and no portion thereof shall be paid or transferred, directly or indirectly, save as provided below, by way of dividend, bonus or otherwise howsoever by way of profit, to Members or Board Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

6.1.1 of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer (not being a Board Member) or employee of the Company;

6.1.2 of fees, remuneration or other benefit in money or money's worth to a company of which a Board Member, co-optee or officer may be a member holding not more than 2% of the share capital of that company;

6.1.3 to any Board Member, co-optee or officer of reasonable out-of pocket expenses and remuneration or other payments or benefits as approved by the Board to the extent that such is not prohibited by the Regulator or the Charity Commission;

6.1.4 of reasonable and proper interest (at a rate which in any case shall not be more than two per cent (2%) less than the base rate of the Royal Bank of Scotland from time to time) on money lent by any body corporate notwithstanding that such body corporate shall be a member or Board Member, co-optee or officer;

6.1.5 of any premium in relation to indemnity insurance in respect of liabilities of its Board Members, co-optees or officers or any of them in accordance with Articles 4.2.22.

PROVIDED FURTHER THAT:

(a) nothing shall prevent a disposal by the Company of a property whether by way of sale, lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the Objects of the Company notwithstanding the fact that such person may be a Member and/or Board Member and/or co-optee and further nothing shall prevent the Company from managing a property in accordance with its Objects notwithstanding the fact that the tenant, lessee or licensee of such property may be a Member or Board Member or co-optee SUBJECT TO the proviso that any Board Member who is a beneficiary of the Company shall not be entitled to speak in any debate or cast their vote in respect of any matter relating solely to the property of which they are lessee, tenant or licensee and shall absent themselves from such proceedings unless requested by the other Board Members to remain present during those discussions but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties owned or managed by the Company, and

(b) any payment made under this Article 6 shall be made in accordance with section 122 of the 2008 Act.

6.2 For the purpose of Article 6.1, a co-optee or any member of a Committee shall be an officer.

## **7 Winding Up**

If, upon the winding up or the dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to another charitable Group Organisation or some other charitable institution or charitable institutions having charitable objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as that imposed on the Company under or by virtue of Article 6 hereof. The decision as to which charitable institution or charitable institutions (whether another charitable Group Organisation or not) receive the Company's remaining property shall be determined by the Members at or before the time of dissolution and insofar as effect cannot be given to this provision then the property shall be given to some other institution with similar charitable objects, provided that if the Company is registered as a private, non-profit provider of social housing with the Regulator, such disposal shall be governed by section 167 of the 2008 Act.

## **PART 2**

### **MEMBERS**

#### **BECOMING AND CEASING TO BE A MEMBER**

#### **8 Admission of Members**

8.1 Such persons or bodies as are admitted to Membership in accordance with the Articles and whose name and address is entered in the Company's register of Members shall be Members of the Company.

8.2 Subject to the provisions in these Articles, the Board may set and review from time to time its policies and objectives for admitting new Members. The Board shall admit new Members in accordance with such policies.

8.3 No person shall become a Member of the Company unless:

8.3.1 that person has completed an application for Membership in a form approved by the Board Members, and

8.3.2 the Board Members have approved the application.

The Board is entitled in its absolute discretion, subject to the provision of these Articles, to grant or refuse any application for Membership.

8.4 Notwithstanding anything herein contained the Board may not admit any local authority to Membership of the Company.

8.5 Membership of the Company is to comprise only of the Board Members.

8.6 A corporation which is a Member shall be invited to nominate a person to act as its representative in the manner provided for in the Companies Acts. Such representative shall have the right on behalf of the corporation (and to the extent only to which the corporation would if a person be entitled to do so) to attend meetings of the Company and vote thereat, and generally exercise all rights of Membership on behalf of the corporation. A corporation may from time to time revoke the nomination of such representative and nominate another representative in his place. All such nominations and revocations shall be in writing and addressed to the secretary.

#### **9 Cessation of Membership**

9.1 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing.

9.2 Membership is not transferable.

9.3 A person's Membership terminates when that person dies or ceases to exist.

9.4 The following cannot be or become or remain Members:

9.4.1 a minor;

9.4.2 a person who has been expelled as a Member;

- 9.4.3 an employee of the Company or an employee of any other Group Organisation;
- 9.4.4 a person who has been removed as a Board Member by the Board or by the Company in accordance with section 168 of the Companies Act 2006;
- 9.4.5 a person who is bankrupt or the subject of any composition made with that person's creditors generally in satisfaction of that person's debts;
- 9.4.6 a person who does not participate in, nor deliver written apologies in advance for two consecutive annual general meetings of the Company;
- 9.4.7 a body corporate which ceases to be a body corporate;
- 9.4.8 a Board Member who ceases to be a Board Member;
- 9.4.9 a resident who ceases to be a resident or who, being in material or serious breach of their tenancy agreement or lease, fails to rectify the breach within a reasonable timeframe agreed with the Company or any relevant Group Organisation;
- 9.4.10 a resident who is subject to a possession order or is in breach of a suspended possession order, or is subject to any of the following types of court order: anti-social behaviour order, anti-social behaviour injunction, demoted tenancy, or closure order or any judicial order equivalent to the foregoing, howsoever named;
- 9.4.11 a person against whom the Company has obtained an order from a competent court or tribunal for recovery of monies due from them to the Company provided that if the order is suspended or is an order for payment in instalments they shall only cease to be a Member of the Company upon failing to meet the terms of the order;
- 9.4.12 a local authority,

and any person who falls into any of the categories set out above will immediately cease to be a Member.

- 9.5 The Company may expel a Member by passing a special resolution at a general meeting called by the Board. The process below must be followed:
  - 9.5.1 The Board must give the member at least one month's notice in writing of the general meeting. The notice of the general meeting must set out the particulars of the complaint of conduct detrimental to the Company or any Group Organisation or the Group and must request the Member to attend the meeting to answer the complaint.
  - 9.5.2 At the general meeting called for this purpose the Members shall consider the evidence presented by the Board and by the Member (if any). The meeting may take place even if the Member does not attend.
  - 9.5.3 If the resolution to expel the Member is passed in accordance with this Article 9 the person concerned shall immediately cease to be a Member.

## **ORGANISATION OF GENERAL MEETINGS**

### **10 Annual general meeting**

10.1 The Company shall hold an annual general meeting each year within six calendar months after the close of each financial year or such later date as may be permitted by law.

10.2 The functions of the annual general meeting shall be to:

10.2.1 receive

- (a) the annual accounts for the Company's last accounting period;
- (b) the auditor's report on those accounts; and
- (c) the Board's report on the affairs and the Company; and

10.2.2 transact any other general business of the Company to which reference is made in the notice conveying the meeting including any business that requires a special resolution.

### **11 Attendance and speaking at general meetings**

11.1 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.

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

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

11.2.2 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.

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

11.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as one another.

11.5 Two or more persons who are not in the same place as one another 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.

### **12 Notice**

Notices for general meetings shall be given in accordance with the relevant provisions of the Companies Acts from time to time.

### **13 Quorum for general meetings**

13.1 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.

13.2 A general meeting shall be quorate if three (3) Members are present in person or by proxy, provided that of those present, at least two are present in person.

13.3 If at any time, the company has fewer than five Members, all Members of the Company must be present for a general meeting to be quorate.

#### **14 Chairing general meetings**

14.1 If the Board Members have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

14.2 If the Board Members 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—

14.2.1 the Board Members present; or

14.2.2 (if no Board Members are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

14.3 The person chairing a meeting in accordance with this Article 14 is referred to as “the chairman of the meeting”.

#### **15 Attendance and speaking by Board Members and non-members**

15.1 Board Members may attend and speak at general meetings, whether or not they are Members.

15.2 The chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

#### **16 Adjournment**

16.1 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.

16.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

16.2.1 the meeting consents to an adjournment; or

16.2.2 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.

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

16.4 When adjourning a general meeting; the chairman of the meeting must—

16.4.1 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 Board Members; and

- 16.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 16.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 16.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 16.5.2 containing the same information which such notice is required to contain.
- 16.6 If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting then, notwithstanding Article 16.1 above, the Members present shall form a quorum.
- 16.7 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

### 17 Voting: general

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.

- 17.1 A poll on a resolution may be demanded—
- 17.1.1 in advance of the general meeting where it is to be put to the vote; or
- 17.1.2 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.
- 17.2 Subject to the provisions of the Companies Acts, a poll may be demanded by—
- 17.2.1 the chairman of the meeting; or
- 17.2.2 any two Board Members; or
- 17.2.3 any person having the right to vote on the resolution,
- and a demand by a person as proxy for a Member shall be the same as a demand by a Member.
- 17.3 A demand for a poll may be withdrawn if—
- 17.3.1 the poll has not yet been taken; and
- 17.3.2 the chairman of the meeting consents to the withdrawal.
- 17.4 Polls may be taken immediately or at any time set by the Chair which is within thirty days of the demand for the poll and in such manner as the chairman of the meeting directs. The chairman may appoint scrutineers (who need not be Members) and fix a time and a place for declaring the results of the poll.

17.5 On a show of hands, every Member present in person (or represented in accordance with Article 8.6) shall have one vote.

17.6 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote the chairman may have.

17.7 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 of the votes recorded in favour of or against the resolution.

## **18 Errors and disputes**

18.1 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.

18.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

## **19 Content of proxy notices**

19.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

19.1.1 states the name and address of the Member appointing the proxy;

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

19.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board Members may determine; and

19.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

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

19.3 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.

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

19.4.1 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

19.4.2 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.

## **20 Delivery of proxy notices**

20.1 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.

- 20.2 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.
- 20.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 20.4 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.

## **21 Amendments to resolutions**

- 21.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 21.1.1 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
- 21.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 21.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 21.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 21.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 21.3 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.

## PART 3

### DIRECTORS

#### BOARD MEMBERS' POWERS AND RESPONSIBILITIES

#### **22 Board Members' general authority**

22.1 Subject to the articles, the Board Members are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. They shall direct the affairs of the Company in accordance with its Objects and Articles and ensure that the Board's functions are properly performed.

22.2 The Board may make any suitable arrangements for the management of the Company's affairs and adopt standing orders and pass bye-laws as may be necessary to enable it to carry out the business of managing the Company.

#### **23 Composition of the Board**

23.1 The Board shall consist of a maximum of six Board Members (excluding co-optees).

23.2 The Board shall have the power to appoint any co-optee or co-optees to the Board on such terms and conditions as it sees fit.

#### **24 Members' reserve power**

24.1 The Members may, by special resolution, direct the Board Members to take, or refrain from taking, specified action.

24.2 No such special resolution invalidates anything which the Board Members have done before the passing of the resolution.

#### **25 Board Members may delegate**

25.1 Subject to the Articles, the Board Members may delegate any of the powers which are conferred on them under the Articles—

25.1.1 to such person or Committee;

25.1.2 by such means (including by power of attorney);

25.1.3 to such an extent;

25.1.4 in relation to such matters or territories; and

25.1.5 on such terms and conditions;

as they think fit.

25.2 If the Board Members so specify, any such delegation may authorise further delegation of the Board Members' powers by any person to whom they are delegated.

25.3 The Board Members may revoke any delegation in whole or part, or alter its terms and conditions.

## **26 Committees**

- 26.1 Committees to which the Board Members 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 Board Members.
- 26.2 The Board Members 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.

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

### **27 Board Members to take decisions collectively**

- 27.1 The general rule about decision-making by Board Members is that any decision of the Board Members must be either a majority decision at a meeting or a decision taken in accordance with Article 28.
- 27.2 If:
- 27.2.1 the Company only has one director, and
  - 27.2.2 no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to Board Members' decision-making.

### **28 Board resolutions in writing**

A resolution sent to all Board Members or all members of a Committee and signed, or confirmed electronically by three-quarters of the Board Members or three-quarters of the members of a Committee shall be as valid and effective as if it had been passed at a properly called and constituted meeting of the Board or Committee and may consist of documents in the same form and signed or confirmed electronically by one or more persons.

### **29 Calling a Board meeting**

- 29.1 Any Board Member may call a Board meeting by giving notice of the meeting to all the Board Members in accordance with any policies, bye-laws or regulations set by the Board or by authorising the Company secretary to give such notice, subject to Article 29.4.
- 29.2 Notice of any Board meeting must indicate:
- 29.2.1 its proposed date and time;
  - 29.2.2 where it is to take place; and
  - 29.2.3 if it is anticipated that the Board Members 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.
- 29.3 Notice of a Board meeting must be given to each Board Member, but need not be in writing.

29.4 Notice of a Board meeting need not be given to Board Members 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.

### **30 Participation in Board meetings**

30.1 Subject to the Articles, Board Members participate in a Board meeting, or part of a Board' meeting, when:

30.1.1 the meeting has been called and takes place in accordance with the Articles, and

30.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

30.2 In determining whether Board Members are participating in a Board meeting, it is irrelevant where any Board Member is or how they communicate with each other.

30.3 If all the Board Members 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.

### **31 Quorum for Board meetings**

31.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

31.2 The quorum for Board meetings may be fixed from time to time by a decision of the Board Members, but it must never be less than two , and unless otherwise fixed it is two. The Board may set out additional requirements in the Company's standing orders.

31.3 If the total number of Board Members for the time being is less than the quorum required, the remaining Board Members may continue to act as the Board for a maximum period of six months and the quorum provisions will be suspended for that time. If at the end of the six month period, not enough vacancies have been filled to enable a quorate Board meeting to be held, then the Board Members must not take any decision other than a decision:

31.3.1 to appoint further Board Members, or

31.3.2 to call a general meeting so as to enable the members to appoint further Board Members.

### **32 Chairing of Board meetings**

32.1 The Board Members may appoint one of their number to chair their meetings.

32.2 The person so appointed for the time being is known as the chairman.

32.3 The Board Members may terminate the chairman's appointment at any time.

32.4 If the chairman is not able to participate in a Board meeting within ten minutes of the time at which it was to start, the participating Board Members must appoint one of themselves to chair it.

### **33 Casting vote**

If the numbers of votes for and against a proposal are equal, no chairman nor any other Board Member chairing the meeting shall have a casting vote.

### **34 Conflicts of interest**

34.1 If a proposed decision of the Board Members is concerned with an actual or proposed transaction or arrangement with the Company in which a Board Member is interested, that Board Member is not to be counted as participating in the decision-making process for quorum or voting purposes.

34.2 But if Article 34.3 applies, a Board Member who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

34.3 This Article applies when:

34.3.1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Board Member from being counted as participating in the decision-making process;

34.3.2 the Board Member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

34.3.3 the Board Member's conflict of interest arises from a permitted cause.

34.4 For the purposes of this Article 34, the following are permitted causes:

34.4.1 a guarantee given, or to be given, by or to a Board Member in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;

34.4.2 subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities;

34.4.3 arrangements pursuant to which benefits are made available to employees and Board Members or former employees and Board Members of the Company or any of its subsidiaries which do not provide special benefits for Board Members or former Board Members;

34.4.4 membership of the Board or a Committee or being a director or officer of other Group Organisations.

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

34.6 Subject to Article 34.7, if a question arises at a meeting of the Board or of a Committee of the Company as to the right of a particular Board Member 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.

34.7 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 Board

Members 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.

34.8 Any decision of the Board or of a Committee shall not be invalid because of the subsequent discovery of an interest which should have been declared.

34.9 Every Board Member, co-optee and member of a Committee shall ensure that the Company secretary at all times has a list of:

34.9.1 all other bodies in which they have an interest as:

- (a) a director or officer of
- (b) a member of a firm or
- (c) an official or elected member of any statutory body or
- (d) the owner or controller of more than two per cent of a company the shares in which are publicly quoted or more than ten per cent of any other company;

34.9.2 any property owned or managed by the Company or any Group Organisations which they occupy; or

34.9.3 any other significant or material interest.

34.10 If requested by a majority of the Board or members of a Committee at a meeting convened specially for the purpose, a Board Member, co-optee or member of a Committee failing to disclose an interest as required by these rules shall vacate their office either permanently or for a period of time as the Board directs.

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

The Board Members must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Board Members.

### **36 Board members' discretion to make further rules**

Subject to the Articles, the Board Members 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 Board Members.

## **APPOINTMENT OF BOARD MEMBERS**

### **37 Methods of appointing Board Members**

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a Board Member:

37.1 by ordinary resolution, or

37.2 by a decision of the Board Members.

### **38 Terms of office, appointment to and retirement from the Board**

- 38.1 Each Board Member appointed or elected to the Board under these Articles (except for an executive officer) shall be appointed or elected for a fixed term of office (each a "fixed term"). The fixed term shall be for a term up to three years. No fixed term shall be set which would cause any Board Member (except an executive officer) to serve more than nine consecutive years save where the Board agrees that circumstances exist where it would be in the best interests of the Company for a Board Member to serve for a longer period.
- 38.2 At every annual general meeting, each Board Member who has served their fixed term shall retire from office. Any Board Member who retires from office at an annual general meeting under this Article 38.2 shall be eligible for re-election subject to any restrictions contained in these Articles.
- 38.3 Any Board Member retiring under Article 0 having completed nine years' continuous service (or nine years' continuous service plus any extended period agreed by the Board under Article 0) on either the Board of the Company and/or the Board of a Group Organisation shall not be eligible for re-election for at least twelve months after completing such service.
- 38.4 Board Members will be selected in accordance with any appointment and/or election procedures set from time to time by the Board.
- 38.5 The Board may set and review from time to time selection criteria in relation to candidates wishing to stand for appointment or election as Board Members including a statement of the skills, qualities and experience required by the Board amongst its members. These may provide for prospective candidates to be approved by the Board before they are eligible to stand to election as Board Members.
- 38.6 The Board shall endeavour to ensure that it possesses the quality, skills, competencies and experience which it has from time to time determined that it requires.

### **39 Termination of Board Member's appointment**

- 39.1 A person ceases to be a Board Member if:
- 39.1.1 they cease to be a director by virtue of any provision of the Companies Act 2006 or are prohibited from being a director by law;
  - 39.1.2 a bankruptcy order is made against them;
  - 39.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 39.1.4 they have been convicted of an indictable offence which is not, or cannot be, spent or they have been convicted of any other offence at any time which in the opinion of the Board brings the Company into disrepute or which is considered by the Board to be incompatible with the role of Board Member or Committee member and the Board resolves (by a two-thirds majority) that they should be removed;
  - 39.1.5 they cease to be a Member of the Company unless they are an employee of the Company or other Group Organisation;

- 39.1.6 being a non-executive Board Member, their performance contract, agreement for services or similar agreement with the Company or any other Group Organisation is terminated;
- 39.1.7 being an employee or member of staff of the Company or any other Group Organisation, their employment contract or similar agreement with the Company is terminated;
- 39.1.8 they are a resident and they are in material or serious breach of their tenancy agreement, licence or lease and fail to rectify the breach within a reasonable timeframe as agreed with the Company or the relevant Group Organisation, or they are subject to any of the following types of court order; anti-social behaviour order, anti-social behaviour injunction, demoted tenancy, or closure order or any other equivalent judicial order, however named;
- 39.1.9 in the case of a Board Member who was a resident at the time of their appointment as a Board Member, they cease to be a resident.
- 39.1.10 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;
- 39.1.11 by reason of their 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; or
- 39.1.12 notification is received by the Company from the Board Member that the Board Member is resigning from office, and such resignation takes effect in accordance with its terms,

and any person and any Board Member who at any time falls into one of the categories listed above, shall immediately cease to be a Board Member.

#### **40 Alternate Directors**

No Board Member may appoint an alternate director or directors.

#### **41 Board Members' expenses**

41.1 The Company may pay any reasonable expenses which the Board Members properly incur in connection with their attendance at:

41.1.1 meetings of Board Members or Committees of Board Members; or

41.1.2 general meetings,

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

**PART 4**  
**ADMINISTRATIVE ARRANGEMENTS**

**42 Means of communication to be used**

- 42.1 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 the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 42.2 Subject to the Articles, any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by Board Members may also be sent or supplied by the means by which that Board Member has asked to be sent or supplied with such notices or documents for the time being.
- 42.3 A Board Member may agree with the Company that notices or documents sent to that Board Member 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.

**43 Company seals**

- 43.1 Any common seal may only be used by the authority of the Board Members.
- 43.2 The Board Members may decide by what means and in what form any common seal is to be used.
- 43.3 Unless otherwise decided by the Board Members, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 43.4 For the purposes of this Article, an authorised person is—
- 43.4.1 any director or Board Member of the Company;
- 43.4.2 the Company secretary; or
- 43.4.3 any person authorised by the Board Members for the purpose of signing documents to which the common seal is applied.

**44 No right to inspect accounts and other records**

Except as provided by law or authorised by the Board Members 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.

**45 Provision for employees on cessation of business**

The Board Members may decide to make provision for the benefit of persons employed or formerly employed by the Company or any Group Organisation (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Group Organisation.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **46 Indemnity**

46.1 A relevant director of the Company or an associated company may be indemnified out of the Company's assets in accordance with and subject to the section 189 of the Charities Act 2011.

46.2 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.

46.3 In this Article:

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

46.3.2 a "relevant director" means any director or former director (including any Board Member or former Board Member) of the Company or an associated company.

### **47 Insurance**

47.1 The Board Members 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.

47.2 In this Article:

47.2.1 a "relevant director" means any director or former director (including any Board Member or former Board Member) of the Company or an associated company,

47.2.2 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

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

### **48 Records, Accounts and Returns**

48.1 The Company shall comply with the provisions of Part 15 of the Companies Act 2006 in respect of:

48.1.1 the keeping and auditing of accounting records;

48.1.2 the provision of accounts and annual reports of the directors; and

48.1.3 in making annual returns.

48.2 The Company shall send a copy of its accounts to the Regulator each year in accordance with section 128 of Housing and Regeneration Act 2008.

### **49 Amendment of Articles**

The Articles of Association may be amended by a special resolution of the Company at a general meeting or by way of written resolution but may not be amended so as to stop the Company from being a charity.