

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8337371

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

5 WETHERBY GARDENS FREEHOLD LIMITED

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

Given at Companies House, Cardiff, on 19th December 2012



N08337371J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 19/12/2012



X104WC3M

*Company Name
in full:* **5 WETHERBY GARDENS FREEHOLD LIMITED**

Company Type: **Private limited by shares**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **ACRE HOUSE 11/15 WILLIAM ROAD
LONDON
UNITED KINGDOM
NW1 3ER**

I wish to adopt entirely bespoke articles

Company Director **I**

Type: **Person**

Full forename(s): **DAVID**

Surname: **PARKINSON**

Former names:

Service Address: **ACRE HOUSE 11/15 WILLIAM ROAD
LONDON
UNITED KINGDOM
NW1 3ER**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **18/03/1949** *Nationality:* **BRITISH**

Occupation: **CHARTERED SECRETARY**

Consented to Act: **Y** *Date authorised:* **19/12/2012** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	1
		<i>Aggregate nominal value</i>	1
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS, TRANSFER NOTICE & PRE-EMPTION RIGHTS ON TRANSFER OF SHARES; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	1
		<i>Total aggregate nominal value</i>	1

Initial Shareholdings

Name: DAVID PARKINSON

Address: ACRE HOUSE 11/15 WILLIAM
 ROAD
 LONDON
 UNITED KINGDOM
 NW1 3ER

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Statement of Compliance

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

Name: **DAVID PARKINSON**

Authenticated: **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

5 WETHERBY GARDENS FREEHOLD LIMITED

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

Name of each subscriber

Authentication by each subscriber

David PARKINSON

Dated: 19 December 2012

The Companies Acts 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

5 WETHERBY GARDENS FREEHOLD LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided and the Companies (Model Articles) Regulations 2008 as contained in Regulation 2 and Schedule 1 (private companies limited by shares) of SI 2008/3229 ("Model Articles") shall apply to the Company as in force on the date that these Articles were adopted by the Company, save that the Articles prevail in the case of any exclusion, inconsistency or variation.
- (b) The definitions as indexed in Schedule 8 to the Companies Act 2006, in each case as from time to time may be amended, extended or re-enacted, apply to these Articles. Words and expressions used in the Articles, unless the context otherwise requires, have the same meaning as in the Companies Act 2006. Any reference in these Articles to a particular statutory provision includes the provision as from time to time may be amended, extended or as re-enacted. The headings and index do not affect the construction, interpretation and meaning of these Articles.
- (c) The Model Articles shall apply to the Company except where modified or changed by these Articles of Association of the Company.
- (d) "the Act" means the Companies Act 2006 including any statutory modification or any extensions, amendments or re-enactments, for the time being in force.
- (e) The expression "equity share capital", appearing in these Articles shall bear the meaning as defined by Section 548 of the Companies Act 2006.
- (f) The expression "equity securities", appearing in these Articles shall bear the meaning as defined by Section 560 of the Companies Act 2006.
- (g) "communication" means the same as defined by Section 1168 of the Companies Act 2006.

- (h) "electronic communication" means the same as defined by Section 1259 of the Companies Act 2006.
- (i) "executed" includes any mode of execution.
- (j) In these Articles:
 - (i) "the estate" means the land and buildings referred to in Article 3 of these Articles of Association.
 - (ii) "estate lease" means the lease of a property in the estate to which the Company is a party and which has been granted for a term in excess of 21 years.
 - (iii) "estate lessee" means a person to whom an estate lease has been granted, or a person to whom an estate lease has been assigned, or two or more directors who are joint holders pursuant these Articles.

OBJECTS OF THE COMPANY

2. Pursuant to Section 31(1) of the Companies Act 2006 the objects of the Company shall be unrestricted and the Company may pursue any objects deemed appropriate in the beneficial interests of the Company and within the constraints of any other legislation from time to time in force, unless amended by Section 31(2) of the Companies Act 2006.
3. To acquire and hold the freehold interest in and manage the building and the flats comprised therein situate and known as 5 Wetherby Gardens, London SW5 0JN, and of the premises surrounding the building in the general interests of the owners and residents of and in the flats comprised now and hereafter in the building and in particular to keep the external parts and the main structure of the building and the common parts thereof in good substantial and proper repair and decoration and in a suitable condition for the common use and enjoyment thereof.
4. To perform the functions of a management company of flats in the building for the purpose of safeguarding and promoting the common interests of the tenants and the residents thereof; to provide or secure for them such services, privileges and advantages as the Company may deem expedient and be able to provide or secure (with power to employ caretakers gardeners and others) and to enforce any rights which the Company may have against any other persons whether by virtue or any lease demising any flat in the building or otherwise and to raise and levy such service and other charges from such tenants, residents or others to the extent and in the manner in which the Company may think fit in the general interests of the lessees, tenants and residents in the building.
5. The objects of the Company shall generally be to carry on business as a general commercial company and accordingly to carry on any trade or business whatsoever and so that the company has power to do all such things as are incidental or conducive to the carrying on of any trade or business by it and in addition and without prejudice to the generality and any further objects within the powers of the Company.

SHARE CAPITAL

6. The liability of the members is limited and shall not be more than the nominal amount of each share, and if any share is part paid the members will only be liable for such amounts as are unpaid on the shares held by them.
7. The share capital of the Company shall be the capital as reported on the Statement of Capital and issued from time to time pursuant to the provisions of the Act.

MEMBERSHIP OF COMPANY

8. Only a subscriber or an estate lessee shall be registered as a member of the Company

ALLOTMENT OF SHARES

9. Each issued share in the capital of the Company shall be referable to a specific property in the estate in respect of which an estate lease has been granted.
10. Shares shall only be allotted to estate lessees.
11. Subject to the provisions Section 550 of the Companies Act 2006 and to the provisions of these Articles, the Directors shall have authority to exercise any power of the Company to, provided that the Company has only a single class of shares, to allot relevant securities up to a maximum number which is to be determined on the basis of one share for each estate lease granted or to be granted less the number of shares agreed to be taken by the subscribers, and the provisions of sections 561(1) and 562(1) to 562(5) (inclusive) of the Act shall not apply to the allotment of such shares.
12. No estate lessee may hold more than one share for each property in the estate of which he is an estate lessee and where an estate lessee comprises more than one person, the said share shall be held jointly

LIMITATION OF RIGHTS ATTACHING TO SHARES

13. The holders of shares shall not be entitled to a distribution of profits whether by way of dividend, bonus or otherwise or to any repayment of capital or distribution of any property of the Company either during the continuation of the Company or upon a winding up or dissolution thereof save with the sanction in writing of the holders of four-fifths of the issued shares in the capital of the Company and this provision in the Articles of Association of the Company may only be altered with like sanction in like manner.

TRANSFER OF SHARES

14. A share shall be transferred and may only be transferred upon or immediately before a change in the legal ownership of the estate lease of the property to which it is referable to the assignee of such estate lease, and in the case of any such transfer the directors upon production to them of satisfactory evidence that the transfer is in favour of an estate lessee shall pass and register such transfer provided that the transferor of the share has paid to the Company all moneys due from the transferor to the Company and has delivered to the Company all property, whether real or personal, then belonging to the Company and in the possession of or under the control of the transferor.
15. The price to be paid upon the transfer of a share shall, in default of agreement between the transferor and the transferee, be the nominal value thereof.
16. On surrender or forfeiture of any estate lease the share referable thereto shall be transferred into the names of two or more directors for the time being to be held on trust for the benefit of all the other members of the Company for the time being.
17. If at any time the registered holder of a share shall not be the estate lessee of the estate lease referable thereto, the directors may authorise some person to execute on behalf of and as attorney for such holder a transfer form in the usual form transferring the share or shares held by him to the estate lessee or lessees of the property or properties to which such share is or shares are referable, and the Company may receive the purchase money and shall thereupon cause the name or names of the transferee or transferees to be entered in the Register of Members of the Company as the holder or holders by transfer of the said share or shares, and shall hold the purchase money in trust for the previous holder. The receipt of the Company for the purchase money shall be a good discharge to the transferee or transferees who shall not be bound to see to the application thereof, and after the name or names of the transferee or transferees is, or has, or have been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be open to question by any person.

GENERAL MEETINGS

18. No business shall be transacted at a general meeting unless a quorum of members is present at the time the meeting proceeds to business; save as otherwise provided in these regulations two or more members present in person or by proxy together entitled to vote in respect of not less than 15% of the shares in issue shall be a quorum

VOTES OF MEMBERS

19. If more than one person is jointly an estate lessee such persons shall jointly hold the share in the Company referable to their estate lease but shall have only the vote appropriate to such share which may be cast by either but not both of the joint holders of such share.
20. No member shall be entitled to vote at any general meeting of the Company so long as any moneys are due and payable by him to the Company under and by virtue of his lease and such moneys are at least two months overdue.

DIRECTORS

21. The qualification of a director shall be that the director shall be a member of the Company either alone or jointly with any other person.
22. No director shall be required to retire by rotation or following the appointment by the directors.
23. A director shall be entitled to receive notice of every general meeting in addition to any notice, which the director may be entitled to receive as a member.

ALTERNATIVE DIRECTORS

24. Any director may, by writing under his hand, appoint any other director or any other estate lessee to be his alternate, and such appointee while he holds office as an alternate director shall (subject to his giving the Company an address within Great Britain at which notices may be served upon him) be entitled to notice of and to attend meetings of directors and in the absence of the director whom he represents to speak and vote thereat accordingly.
25. A director may at any time revoke the appointment of his alternate and appoint another person as his alternate and if a director shall die or cease to hold the office of director the appointment of his alternate shall thereupon cease and determine; provided that if any director retires by rotation but is re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired.
26. Any revocation of the appointment of an alternate shall be effected by notice in writing under the hand of the director making the same and any such notice if left at the registered office of the Company shall be sufficient evidence of such revocation.
27. An alternate director shall be an officer of the Company and a director within the meaning of the Act and shall not be deemed to be an agent of the director to whom he is alternate.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

28. The office of a Director shall be vacated when:
- (a) Ceases to be a Director by virtue of any provision of the Act or the Director becomes prohibited by law from being a Director; or
 - (b) Becomes bankrupt or makes any arrangement or composition with the Director's creditors generally; or
 - (c) Is, or may be, suffering from mental disorder and is admitted to hospital by application under the Mental Health Act in force at the date of admission for treatment or an order is made by any court having jurisdiction in matters concerning mental disorder for detention of the Director or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to the property or affairs of the Director;
 - (d) Resigns the office of Director by notice to the Company.
 - (e) Where a director shall cease to be a member of the Company.

PROCEEDINGS OF DIRECTORS

29. Any Notice of a meeting of Directors (either verbally or written) shall be given to all the Directors and shall include the business to be conducted and if any business conducted which has not been notified to any Director who was absent then the decision in respect of and such business shall not be valid unless the subsequent vote of the absent Director has been counted except where the requisite quorum was not present. This shall also apply where a Director has waived any notice to a meeting but has not been notified of the business to be conducted at the meeting of Directors.
30. The Directors may fix the quorum for the transaction of any business of the Directors and unless otherwise fixed shall be two. Except, if and so long as there shall only be a Sole Director appointed, the Sole Director shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles shall be construed accordingly.
31. Any Director or his alternate may validly participate in a meeting of the Directors or a committee of Directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Directors or a committee of the Directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the Directors or of a committee of the Directors notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

32. Where the Directors delegate any powers whatsoever to any committees, the delegated powers shall only be valid where the terms of reference of any such delegation has been approved by all the Directors and subject to specified limitations in time and authority and where any such power or authority has been exceeded by the committee beyond the delegated authority, the delegated authority shall be suspended by the Directors until such time that Directors shall either cancel the delegated authority or ratify any decisions taken which exceeded the delegated powers of the committee.

BORROWING POWERS

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

DIRECTOR'S INTERESTS

34. Subject to the Act and these Articles a Director may vote in respect of any contract or arrangement in which the Director, or any person with whom the Director is connected, is interested and be counted in the quorum present at any meeting of the Directors or, if otherwise so entitled, at any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if the Director shall so vote, the vote shall be counted, provided that the Director has declared any such interest in the contract pursuant to Section 177 of the Companies Act 2006 or arrangement before the Directors have voted on the contract or arrangement in accordance with the provisions of the Act, except where excluded from voting on any matters by a conflict of interests and not authorised by the Directors in accordance with the provisions of these Articles.

CONFLICTS OF INTEREST

35. Where any interest of a Director arises which may reasonably give rise to a conflict, with the interests of the Company. The Directors may authorise any such matter or arrangement, if not previously authorised, (where the Director would otherwise infringe the duty of a Director under Section 175 of the Companies Act 2006), to avoid any conflict in which the Director has, or could have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company. Where any such matter or arrangement is authorised by the Directors under this Article, the Director who is subject to a conflict of interest may only be counted as a part of the quorum of the meeting, where there are less than three Directors appointed to the Company or subject to article 14(6) and article 14(7) of the Model Articles.

MINUTES

36. In addition to the requirements of article 15 of the Model Articles the Directors shall cause a written record to be made in the minute book of all decisions taken by a sole member under the provisions of these Articles.

NOTICES

37. Any notice to be given to or by any person (and if a general meeting pursuant to Section 308 of the Companies Act 2006) and these Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose by the person to whom the notice is addressed and if applicable where the Company has given and an electronic address pursuant to Section 333 of the Companies Act 2006 and any documents may be sent to the Company accordingly. In this Article and the following Articles, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
38. 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 or by giving it using electronic communications to an address for the time being notified to the company by the member. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. 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 sent to that member, or an address to which notices may be sent using electronic communications, shall be entitled to have notices sent to the member at that address, but otherwise no other member shall be entitled to receive any notice from the Company.
39. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators 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 or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

INDEMNITY

40. A Relevant Director may be indemnified out of the Company's assets against any liability (other than a liability to the Company or an associated company), which that director incurs in connection with:
- (a) Civil proceedings relating to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the directors);

- (b) Criminal proceedings relating to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the Relevant Director is convicted and the conviction is final);
- (c) Regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising));
- (d) Any application for relief:
 - (i) under Sections 661(3) or 661(4) of the Companies Act 2006 (acquisition of shares by innocent nominee); or
 - (ii) Section 1157 of the Companies Act 2006 (general power of court to grant relief in case of honest and reasonable conduct);

unless the court refuses to grant the director relief, and the refusal of relief is final, or

- (e) Civil proceedings in relation to an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006) of which the company is a trustee in respect of liability incurred in connection with the company's activities as a trustee of the scheme (other than a fine imposed in criminal proceedings, a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising) or a liability incurred in defending proceedings in which the director is convicted and the conviction is final).

41. A judgment, conviction or refusal of relief becomes final:

- (a) If not appealed against, at the end of the period for bringing an appeal; or
- (b) If appealed against, at the time when the appeal (or any further appeal) is disposed of.

42. An appeal is disposed of:

- (a) if it is determined and the period for bringing any further appeal has ended; or
- (b) if it is abandoned or otherwise ceases to have effect.

43. For the purposes of these Articles:

- (a) Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) A "Relevant Director" means any director or former director of the Company.

INSURANCE

44. The directors may purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

In this Article:

- (a) A “Relevant Officer” means any director or former director of the Company, any other officer or employee or former officer or employee of the Company (but not its auditors) [or any trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006) for the purposes of an employees' share scheme of the Company; and
- (b) A “Relevant Loss” means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company.

SECRETARY

45. The Company may appoint a Secretary if required but pursuant to the provisions of Section 270 of the Companies Act 2006 shall not be required to appoint a Secretary unless determined by the members or the directors that the Company shall have a Secretary
46. Where the Company has not appointed a Secretary the Directors may pursuant to Section 270(3)(b)(ii) of the Companies Act 2006 appoint any person generally or specifically to be authorised to do anything which may be done by the Secretary.