



FILE COPY

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

Company No. 8394891

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

**1-6 Highbanks Residential Management
Company Limited**

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

Given at Companies House on **8th February 2013**



N08394891T



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

IN01

Application to register a company

SAME DAY



Companies House

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

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

X What this form is NOT for
You cannot use this form to register
a limited liability partnership
this, please use form LL IN1

FRIDAY



A17

A21RHSY2

08/02/2013

#2

COMPANIES HOUSE

8394891

Part 1 Company details

A1 Company name

To check if a company name is available use our WebCheck service and select the 'Company Name Availability Search' option

www.companieshouse.gov.uk/info

Please show the proposed company name below

Proposed company
name in full ①

1-6 Highbanks Residential Management Company Limited

For official use

--	--	--	--	--	--	--	--

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

① Duplicate names

Duplicate names are not permitted
A list of registered names can be found on our website. There are various rules that may affect your choice of name. More information on this is available in our guidance booklet GP1 at www.companieshouse.gov.uk

A2 Company name restrictions ②

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

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

② Company name restrictions

A list of sensitive or restricted words or expressions that require consent can be found in our guidance booklet GP1 at www.companieshouse.gov.uk

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

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

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

③ Name ending exemption

Only private companies that are limited by guarantee and meet other specific requirements are eligible to apply for this. For more details, please go to our website www.companieshouse.gov.uk

A4 Company type ④

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

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

④ Company type

If you are unsure of your company's type, please go to our website www.companieshouse.gov.uk

IN01

Application to register a company

A5

Situation of registered office ①

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

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

① Registered office

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

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

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

A6

Registered office address ②

Please give the registered office address of your company

Building name/number 88

Street Wood Street

Post town London

County/Region

Postcode E C 2 V 7 Q Q

② Registered office address

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

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

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

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

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

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

Option 2

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

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

Option 3

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

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

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

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

IN01

Application to register a company

Part 2**Proposed officers**

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

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

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

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

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

Title*	Miss
Full forename(s)	Lorna Forsyth
Surname	McMillan
Former name(s) ②	

① Corporate appointments

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

Additional appointments

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

② Former name(s)

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

B2**Secretary's service address ③**

Building name/number	88
Street	Wood Street
Post town	London
County/Region	
Postcode	E C 2 V 7 Q Q
Country	United Kingdom

③ Service address

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

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

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

B3**Signature ④**

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

Signature

Signature

X  X



④ Signature

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

IN01

Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①		① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
C2	Location of the registry of the corporate body or firm		
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
C4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
C5	Signature ⑤		
	I consent to act as secretary of the proposed company named in Section A1		
Signature	Signature  		⑤ Signature The person named above consents to act as corporate secretary of the proposed company.

IN01

Application to register a company

Director

D1	Director appointments ①		<p>① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in section D4.</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p>Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>
Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E5			
Title*	Mr		
Full forename(s)	Duncan Kingsley		
Surname	Clark		
Former name(s) ②			
Country/State of residence ③	United Kingdom		
Nationality	British		
Date of birth	<div>d1</div> <div>d4</div> <div>m0</div> <div>m9</div> <div>y1</div> <div>y9</div> <div>y7</div> <div>y3</div>		
Business occupation (if any) ④	Bank Executive		
D2	Director's service address ⑤		<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Please complete the service address below. You must also fill in the director's usual residential address in Section D4 .			
Building name/number	88		
Street	Wood Street		
Post town	London		
County/Region	England		
Postcode	<div>E</div> <div>C</div> <div>2</div> <div>V</div> <div></div> <div>7</div> <div>Q</div> <div>Q</div>		
Country	United Kingdom		
D3	Signature ⑥		<p>⑥ Signature The person named above consents to act as director of the proposed company.</p>
I consent to act as director of the proposed company named in Section A1			
Signature	<div>Signature</div> <div>X</div> <div>Duncan Kingsley Clark</div> <div>X</div>		



IN01

Application to register a company

Director

D1		Director appointments ①	
		Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5	
Title*			
Full forename(s)			
Surname			
Former name(s) ②			
Country/State of residence ③			
Nationality			
Date of birth	d	d	m m y y y y
Business occupation (if any) ④			
		① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual. ② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes. ③ Country/State of residence This is in respect of your usual residential address as stated in Section D4. ④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank. Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.	


D2		Director's service address ⑤	
		Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number			
Street			
Post town			
County/Region			
Postcode			
Country			
		⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address. Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office. If you provide your residential address here it will appear on the public record.	

D3		Signature ⑥	
		I consent to act as director of the proposed company named in Section A1	
Signature	Signature  		
		⑥ Signature The person named above consents to act as director of the proposed company.	

IN01

Application to register a company

Corporate director

E1	Corporate director appointments ①		① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
E2	Location of the registry of the corporate body or firm		
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only		
E3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
E4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
If applicable, the registration number			
E5	Signature ⑤		
	I consent to act as director of the proposed company named in Section A1		
Signature	Signature 		⑤ Signature The person named above consents to act as corporate director of the proposed company

IN01

Application to register a company

Part 3**Statement of capital**

Does your company have share capital?

→ **Yes** Complete the sections below→ **No** Go to **Part 4 (Statement of guarantee)****F1****Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling
If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Ordinary	1 00	NIL	6	£ 6 00
				£
				£
				£
Totals			6	£ 6 00

F2**Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

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

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

F3**Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value ❹

❹ **Total aggregate nominal value**
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

❶ Including both the nominal value and any
share premium

❷ Total number of issued shares in this class

❸ Number of shares issued multiplied by
nominal value of each share**Continuation Pages**Please use a Statement of Capital continuation
page if necessary

IN01

Application to register a company

F4

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

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

Class of share

Ordinary

Prescribed particulars

1

(a) Voting Rights

38 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

39 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

39 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

(b) Dividend rights and (c) Capital rights

32 The company shall not have the power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this cause shall prevent the payment of proper remuneration of fees to any person employed by or services to the company nor the payment of interest at a rate not exceeding 10% a year on money lent by a member to the company

(d) Redemption rights

24 3 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

1 Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

Continuation pages

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

IN01

Application to register a company

Class of share		
Prescribed particulars ❶		<p>❶ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

IN01

Application to register a company

F5

Initial shareholdings

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

Please complete the details below for each subscriber

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

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Clydesdale Bank PLC	Ordinary	6	GBP	£1 00	NIL	£6 00
Address 30 St Vincent Place Glasgow G1 2HL						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

→ **Yes** Complete the sections below→ **No** Go to **Part 5** (Statement of compliance)**G1****Subscribers**

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

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

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

① Name

Please use capital letters

② Address

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

③ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

IN01

Application to register a company

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Amount guaranteed ❸	

❶ Name

Please use capital letters

❷ Address

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

❸ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

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

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


H1

Statement of compliance delivered by the subscribers ¹

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

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

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

Subscriber's signature	Signature X  X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X

IN01

Application to register a company

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

H2		Statement of compliance delivered by an agent	
		Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association	
Agent's name			
Building name/number			
Street			
Post town			
County/Region			
Postcode			
Country			
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with		
Agent's signature	Signature X	X	

IN01

Application to register a company



Presenter information

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

Contact name **Graeme Duncan**

Company name **Clydesdale Bank PLC**

Address **30 St Vincent Place**

Post town **Glasgow**

County/Region

Postcode **G 2 6 D B**

Country **United Kingdom**

DX

Telephone **0141 242 3738**



Certificate

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

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee is payable on this form.

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk



Where to send

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

For companies registered in England and Wales

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

For companies registered in Scotland

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

For companies registered in Northern Ireland

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

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below.

The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information


For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

The Companies Act 2006
Company Having a Share Capital
Memorandum of Association
Of

1-6 Highbanks Residential Management Company Limited
("the Company")

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

Name of Each Subscriber	Authentication By Each Subscriber
Clydesdale Bank PLC	

Dated 7 February 2013

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION FOR

**1-6 Highbanks Residential Management Company
Limited**

INDEX

CLAUSE		PAGE
PART 1: INTERPRETATION AND LIMITATION OF LIABILITY		
1	Defined Terms	1
2	Liability of Members	3
3	Objects	3
PART 2: DIRECTORS		
DIRECTORS' POWERS AND RESPONSIBILITIES		
4	Directors' General Authority	4
5	Shareholders' Reserve Power	4
6	Directors May Delegate	4
7	Committees	5
DECISION-MAKING BY DIRECTORS		
8	Directors to take Decisions Collectively	5
9	Unanimous Decisions	5
10	Calling a Directors' Meeting	6
11	Participation in Directors' Meetings	6
12	Quorum for Directors' Meetings	7
13	Chairing of Directors' Meetings	7
14	Casting Vote	7
15	Conflicts of Interest	8
16	Records of Decisions to be Kept	9
17	Director's Discretion to make Further Rules	9
18	Methods of Appointing Directors	9
19	Termination of Director's Appointment	10
20	Directors' Remuneration	10
21	Directors' Expenses	11
PART 3: SHARES AND DISTRIBUTIONS		
SHARES		
22	All Shares to be Fully Paid Up	11
23	Membership	11
24	Allotment of Shares Powers to Issue Different Classes of Share	13
25	Company not Bound by Less than Absolute Interests	14
26	Share Certificates	14
27	Replacement Share Certificates	14

28	Share Transfers	15
29	Transmission of Shares	15
30	Exercise of Transmittees' Rights	16
31	Transmittees Bound by Prior Notices	16
DIVIDENDS AND OTHER DISTRIBUTIONS		
32	Non Profit Distribution	16
PART 4: DECISION-MAKING BY SHAREHOLDERS		
ORGANISATION OF GENERAL MEETINGS		
33	Attendance and Speaking at General Meetings	17
34	Quorum for General Meetings	17
35	Chairing General Meetings	17
36	Attendance and Speaking by Directors and Non-Shareholders	18
37	Adjournment	18
VOTING AT GENERAL MEETINGS		
38	Voting General	19
39	Errors and Disputes	19
40	Poll Votes	19
41	Contents of Proxy Notices	20
42	Delivery of Proxy Notices	21
43	Amendments to Resolutions	21
PART 5: ADMINISTRATIVE ARRANGEMENTS		
44	Means of Communication to be Used	22
45	Company Seals	22
46	No Right to Inspect Accounts and Other Records	23
47	Provision for Employees on Cessation of Business	23
DIRECTORS' INDEMNITY AND INSURANCE		
48	Indemnity	23
49	Insurance	24

PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1 1 In the articles, unless the context requires otherwise

articles means the company's articles of association,

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

Business Days means a day (which for these purposes ends at 5 30pm) other than a Saturday or Sunday on which banks are open for commercial business in London,

chairman has the meaning given in article 13,

chairman of the meeting has the meaning given in article 35,

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

company means 1-6 Highbanks Residential Management Company Limited,

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

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

electronic form has the meaning given in section 1168 of the Companies Act 2006,

Estate Owner means Clydesdale Bank PLC (company number SC001111) whose registered office is at 30 St Vincent Place, Glasgow, G1 2HL,

Estate Owner Director means a director of the company who has been appointed by the Estate Owner under article 18 2,

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

hard copy form has the meaning given in section 1168 of the Companies Act 2006,

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares,

instrument means a document in hard copy form,

ordinary resolution has the meaning given in section 282 of the Companies Act 2006,

Owner means the owner for the time being of a leasehold interest in a house or flat forming part of the Property (the "**Owner's Property**"),

paid means paid or credited as paid,

participate, in relation to a directors' meeting, has the meaning given in article 11,

Property means the freehold property and the buildings erected on it and its gardens and grounds known as 1-6 Highbanks, Lower Adeyfield Road, Hemel Hempstead, HP2 5GW,

proxy notice has the meaning given in article 41,

shareholder means a person who is the holder of a share,

shares means shares in the company,

special resolution has the meaning given in section 283 of the Companies Act 2006,

subsidiary has the meaning given in section 1159 of the Companies Act 2006,

Transfer Date means the date on which the last house or flat on the property is leased,

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

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

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

2 **LIABILITY OF MEMBERS**

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

3 **OBJECTS**

3 1 The company's objects are

- 3 1 1 to acquire, hold, manage, administer and borrow and raise money in respect of the Property including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (the "**Managed Property**") either on its own account or as trustee, nominee or agent of any other company or person,
- 3 1 2 to acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the company,
- 3 1 3 to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part of it,
- 3 1 4 to provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly,
- 3 1 5 to insure the Managed Property or any other property of the company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the company against public liability and any other risks which it may consider prudent or desirable to insure against,

- 3 1 6 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the company's objects and to require the members of the company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined, and
- 3 1 7 to issue shares, debentures, debenture stock or other securities or obligations of any company or association

PART 2. DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

5 SHAREHOLDERS' RESERVE POWER

- 5 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 DIRECTORS MAY DELEGATE

- 6 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
 - 6 1 1 to such person or committee,
 - 6 1 2 by such means (including by power of attorney),
 - 6 1 3 to such an extent,
 - 6 1 4 in relation to such matters or territories, and
 - 6 1 5 on such terms and conditions,

as they think fit

6 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

6 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

7 **COMMITTEES**

7 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

7 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

8 **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

8 1 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 9

8 2 If

8 2 1 the company only has one director, and

8 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 directors' decision-making

9 **UNANIMOUS DECISIONS**

9 1 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

9 2 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

9 3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting

9 4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

10 CALLING A DIRECTORS' MEETING

10 1 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

10 2 Notice of any directors' meeting must indicate

10 2 1 its proposed date and time,

10 2 2 where it is to take place, and

10 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

10 3 Notice of a directors' meeting must be given to each director, but need not be in writing

10 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company 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

11 PARTICIPATION IN DIRECTORS' MEETINGS

11 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

11 1 1 the meeting has been called and takes place in accordance with the articles, and

11 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

11 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

11 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

12 **QUORUM FOR DIRECTORS' MEETINGS**

12 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

12 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two

12 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

12 3 1 to appoint further directors, or

12 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

13 **CHAIRING OF DIRECTORS' MEETINGS**

13 1 The directors may appoint a director to chair their meetings

13 2 The person so appointed for the time being is known as the chairman

13 3 The directors may terminate the chairman's appointment at any time

13 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

14 **CASTING VOTE**

14 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

14 2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

15 CONFLICTS OF INTEREST

- 15 1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 15 2 But if paragraph 15 3 applies, a director 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
- 15 3 This paragraph applies when
- 15 3 1 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process,
 - 15 3 2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
 - 15 3 3 the director's conflict of interest arises from a permitted cause, or
 - 15 3 4 the Estate Owner Director's interest relates to an actual or proposed transaction between the Estate Owner and the company,
- 15 4 For the purposes of this article, the following are permitted causes
- 15 4 1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries,
 - 15 4 2 subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities, and
 - 15 4 3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors
- 15 5 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

15 6 Subject to paragraph 15 7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

15 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 directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

16 **RECORDS OF DECISIONS TO BE KEPT**

The directors 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 directors

17 **DIRECTOR'S DISCRETION TO MAKE FURTHER RULES**

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

APPOINTMENT OF DIRECTORS

18 **METHODS OF APPOINTING DIRECTORS**

18 1 Every director (other than an Estate Owner Director) must be either a member of the company or appointed by a member of the company Where two or more persons are joint members, they shall constitute one member only for the purposes of this Clause Each member may only appoint one director by written notice to the Company and may remove such director by written notice to the Company and may appoint another person in his place, provided such person complies with the requirements of this Clause

18 2 Until the Transfer Date the Estate Owner may by notice in writing to the company appoint up to 3 persons to be an Estate Owner Director and may by like notice remove any Estate Owner Director and may appoint another person in his place Immediately after the Transfer Date all Estate Owner Directors then holding office shall cease to be directors of the company

19 TERMINATION OF DIRECTOR'S APPOINTMENT

19 1 A person ceases to be a director as soon as

19 1 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law,

19 1 2 a bankruptcy order is made against that person, or

19 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts, or

19 1 4 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, or

19 1 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or

19 1 6 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

20 DIRECTORS' REMUNERATION

20 1 Directors may undertake any services for the company that the directors decide

20 2 Directors are entitled to such remuneration as the directors determine

20 2 1 for their services to the company as directors, and

20 2 2 for any other service which they undertake for the company

20 3 Subject to the articles, a director's remuneration may

20 3 1 take any form, and

20 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

20 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

20 5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

21 **DIRECTORS' EXPENSES**

21 1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

21 1 1 meetings of directors or committees of directors, or

21 1 2 general meetings, or

21 1 3 separate meetings of the holders of any class of shares or of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

PART 3: SHARES AND DISTRIBUTIONS

SHARES

22 **ALL SHARES TO BE FULLY PAID UP**

22 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

22 2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum

23 **MEMBERSHIP**

23 1 No person other than the following may be a member of the company

23 1 1 the subscribers to the memorandum,

23 1 2 the Estate Owner,

23 1 3 a nominee of the Estate Owner, or

23 1 4 an Owner, or

23 1 5 a mortgagee in possession in accordance with article 23 9

The terms of this article shall not be altered except with the agreement of all the members of the company

23 2 A member shall transfer his shares at the time and to the person prescribed below as follows at a price per share equal to the nominal value of the share (the "**Purchase Price**")

23 2 1 a subscriber to the memorandum of association who is not the Estate Owner or a nominee of the Estate Owner must on the Transfer Date transfer his shares to one or more of the Owners,

23 2 2 on the Transfer Date the Estate Owner and each nominee of the Estate Owner must transfer its shares (including any shares transferred to it by a subscriber to the memorandum of association) to one or more of the Owners or if the company so directs, the company,

23 2 3 on the transfer of the Owner's Property, the Owner or mortgagee in possession must transfer his shares to the transferee of the Owner's Property

23 3 If a subscriber to the memorandum of association or the Estate Owner or a nominee of the Estate Owner or an Owner fails to transfer his shares in accordance with article 23 2 within 5 Business Days of being required to do so pursuant to article 23 2, the directors may at their discretion (provided that the Purchase Price has been paid to the transferor or the company has received the Purchase Price from the transferee in which case it will be required to hold the Purchase Price on trust for the transferor) either appoint any person to act as its attorney to execute a transfer of those shares or may forfeit his shares and subsequently appoint some person to act as his attorney to execute a transfer of those shares

23 4 A subscriber to the memorandum of association may not transfer his shares except to the Estate Owner or a nominee of the Estate Owner or one or more of the Owners

23 5 An Owner may not transfer his shares except in accordance with article 23 2 3

23 6 Where two or more persons are the Owners in respect of the Owner's Property they together constitute one member, and the person first named in the register of members may exercise all voting and other rights and powers vested in that member

to the exclusion of the other member(s) All such persons shall be subject jointly and severally to any liability imposed on that member under or pursuant to the articles

- 23 7 Where a person is an Owner in respect of more than one Owner's Property, he shall (except where any article provides otherwise) be treated under the articles as a separate member in respect of each of his several capacities as Owner as the case may be
- 23 8 The personal representative or trustee in bankruptcy of a member of the company who has died or who is bankrupt and who is registered or entitled to be registered at HM Land Registry as the owner of an Owner's Property, upon such evidence being produced as the directors may properly require, elect by written notice to the company to become a member of the company in place of the deceased or bankrupt member Such a personal representative or trustee in bankruptcy shall have all the rights and be subject to all the liabilities to which he would be entitled and be subject if he were the holder of the shares of the deceased or bankrupt member except that he shall not, before being registered as a member of the company, be entitled to vote at any meeting of the company
- 23 9 A mortgagee in possession is entitled to be registered as the holder of a share in place of an Owner on serving a notice in writing to the company requesting such registration, together with a certificate confirming that possession has been taken of that Owner's Property and an official copy of the Charges Register of Title to the Owner's Property showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken On service of such notice and accompanying documents, the Owner is required to transfer the shares held by him in respect of such property to the mortgagee in possession

24 ALLOTMENT OF SHARES POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 24 1 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded save that no allotment of shares may be made to any person unless they are entitled to become a member pursuant to the provisions of article 23
- 24 2 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

- 24 3 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

25 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

26 SHARE CERTIFICATES

- 26 1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

- 26 2 Every certificate must specify

26 2 1 in respect of how many shares, of what class, it is issued,

26 2 2 the nominal value of those shares,

26 2 3 that the shares are fully paid, and

26 2 4 any distinguishing numbers assigned to them

- 26 3 No certificate may be issued in respect of shares of more than one class

- 26 4 If more than one person holds a share, only one certificate may be issued in respect of it

- 26 5 Certificates must

26 5 1 have affixed to them the company's common seal, or

26 5 2 be otherwise executed in accordance with the Companies Acts

27 REPLACEMENT SHARE CERTIFICATES

- 27 1 If a certificate issued in respect of a shareholder's shares is

27 1 1 damaged or defaced, or

27 1 2 said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares

27 2 A shareholder exercising the right to be issued with such a replacement certificate

27 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

27 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and

27 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide

28 **SHARE TRANSFERS**

28 1 Subject to article 23, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor

28 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

28 3 The company may retain any instrument of transfer which is registered

28 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it

28 5 The directors shall refuse to register the transfer of a share unless made in accordance with article 23, and if they so refuse, the instrument of transfer must be returned to the transferee with the notice of refusal

29 **TRANSMISSION OF SHARES**

29 1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share

29 2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require

29 2 1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

29 2 2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had

29 3 But transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares

30 EXERCISE OF TRANSMITTEES' RIGHTS

30 1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish

30 2 If the transmittes wishes to have a share transferred to another person, the transmittes must execute an instrument of transfer in respect of it

30 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

31 TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice if it was given to the shareholder before the transmittes's name has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

32 NON PROFIT DISTRIBUTION

The company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this cause shall prevent the payment of proper remuneration of fees to any person employed by or services to the company nor the payment of interest at a rate not exceeding 10% a year on money lent by a member to the company

PART 4: DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

33 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 33 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
- 33 2 A person is able to exercise the right to vote at a general meeting when
- 33 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 33 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
- 33 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 33 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 33 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

34 QUORUM FOR GENERAL MEETINGS

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

35 CHAIRING GENERAL MEETINGS

- 35 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

35 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

35 2 1 the directors present, or

35 2 2 (if no directors are present), the meeting,

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

35 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

36 **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**

36 1 Directors may attend and speak at general meetings, whether or not they are shareholders

36 2 The chairman of the meeting may permit other persons who are not

36 2 1 shareholders of the company, or

36 2 2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

37 **ADJOURNMENT**

37 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

37 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

37 2 1 the meeting consents to an adjournment, or

37 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

- 37 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 37 4 When adjourning a general meeting, the chairman of the meeting must
 - 37 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 37 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 37 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)
 - 37 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 37 5 2 containing the same information which such notice is required to contain
- 37 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

38 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

39 ERRORS AND DISPUTES

- 39 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
- 39 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

40 POLL VOTES

- 40 1 A poll on a resolution may be demanded
 - 40 1 1 in advance of the general meeting where it is to be put to the vote, or

40 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

40 2 A poll may be demanded by

40 2 1 the chairman of the meeting,

40 2 2 the directors,

40 2 3 two or more persons having the right to vote on the resolution, or

40 2 4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution

40 3 A demand for a poll may be withdrawn if

40 3 1 the poll has not yet been taken, and

40 3 2 the chairman of the meeting consents to the withdrawal

40 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

41 CONTENTS OF PROXY NOTICES

41 1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

41 1 1 states the name and address of the shareholder appointing the proxy,

41 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

41 1 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

41 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

41 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

41 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

41 4 Unless a proxy notice indicates otherwise, it must be treated as

41 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

41 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

42 DELIVERY OF PROXY NOTICES

42 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

42 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

42 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

42 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

43 AMENDMENTS TO RESOLUTIONS

43 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

43 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

43 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

43 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

43 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

43 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

43 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 5:

44 MEANS OF COMMUNICATION TO BE USED

44 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

44 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

44 3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

45 COMPANY SEALS

45 1 Any common seal may only be used by the authority of the directors

45 2 The directors may decide by what means and in what form any common seal is to be used

45 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

45 4 For the purposes of this article, an authorised person is

45 4 1 any director of the company,

45 4 2 the company secretary (if any), or

45 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

46 **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder

47 **PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (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 subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

48 **INDEMNITY**

48 1 Subject to paragraph 48 2, a relevant director of the company or an associated company may be indemnified out of the company's assets against

48 1 1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

48 1 2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

48 1 3 any other liability incurred by that director as an officer of the company or an associated company

48 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

48 3 In this article

48 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

48 3 2 a "relevant director" means any director or former director of the company or an associated company

49 **INSURANCE**

49 1 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

49 2 In this article

49 2 1 "relevant director" means any director or former director of the company or an associated company,

49 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

49 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate