

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9669009**

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

**PRIESTMAN RD LTD**

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

Given at Companies House, Cardiff, on **3rd July 2015**



\*N09669009Q\*

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



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01(ef)

## Application to register a company

*Received for filing in Electronic Format on the: 02/07/2015*



X4ATBADS

*Company Name  
in full:*

**PRIESTMAN RD LTD**

*Company Type:*

**Private limited by guarantee**

*Situation of Registered  
Office:*

**England and Wales**

*Proposed Register  
Office Address:*

**20-22 WENLOCK ROAD  
LONDON  
ENGLAND  
N1 7GU**

*I wish to adopt entirely bespoke articles*

*Company Director*    **1**

*Type:*                                **Person**  
*Full forename(s):*                **MS HELEN YUET LING**

*Surname:*                            **PANG**

*Former names:*

*Service Address:*                **20-22 WENLOCK ROAD**  
   **LONDON**  
   **ENGLAND**  
   **N1 7GU**

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

*Date of Birth:*    **19/05/1970**                                *Nationality:*    **BRITISH**

*Occupation:*    **COMPANY DIRECTOR**

*Consented to Act:*    **Y**                                *Date authorised:*    **03/07/2015**                                *Authenticated:*    **YES**

## Statement of Guarantee

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*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;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:*        HELEN YUET LING PANG

*Address:*    20-22 WENLOCK ROAD  
                 LONDON  
                 ENGLAND  
                 N1 7GU

*Amount Guaranteed:*    1

## Statement of Compliance

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

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **COMPANIES MADE SIMPLE LTD**

*Agent's Address:* **145 - 157 ST. JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PY**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **COMPANIES MADE SIMPLE LTD**

*Agent's Address:* **145 - 157 ST. JOHN STREET  
LONDON  
ENGLAND  
EC1V 4PY**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**PRIESTMAN RD LIMITED (the "Company")**

## INTRODUCTION

### 1. INTERPRETATION

#### 1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

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

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**Member:** means a member of the Company; and

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles.

#### 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

#### 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

#### 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 8, 9(1) [and (3)], 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), [18(e),] 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

## **2. OBJECT**

The object for which the Company is established is to provide borrowing, to be secured by way of a first legal charge, to the freehold owner of (the "property").

## **3. POWERS**

In pursuance of the object set out in article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;



- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;.
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### **4. INCOME**

- 4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in Article 2.
- 4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) by way of repayment of capital and interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

## **5. WINDING UP**

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by the Members at the time of winding up or dissolution.

## **6. GUARANTEE**

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

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## **DIRECTOR**

## **7. NUMBER OF DIRECTORS**

Crowdahouse Pioneer Limited will, for and on behalf of the members, appoint a natural person, who is willing to act and permitted to do so, to be a director of the Company.

## **8. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the director are taken such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **9. DEATH OR BANKRUPTCY OF SOLE DIRECTOR**

In any case where, the Director dies or becomes bankrupt and the Company has no directors Crowdahouse Pioneer Limited has the right, for and on behalf of the

members, by notice in writing, to appoint a natural person, who is willing to act and permitted to do so, to be a director of the Company.

**10. CHANGE OF COMPANY NAME**

The name of the Company may be changed by:

- (a) a decision of the director; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

**11. APPLICATION FOR MEMBERSHIP**

- 11.1 No person shall become a Member unless he has completed an application for membership in a form approved by the director from time to time. A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the director.
- 11.2 The director may decline to accept any application for membership and need not give reasons for doing so.
- 11.3 The director may prescribe criteria for membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 11.4 All Members must pay to the Company on becoming a Member a subscription fee of £1.00.

**12. TRANSFER OF MEMBERSHIP**

- 12.1 A Member may transfer his membership to another person, whether in part or whole, providing such person fulfils the membership criteria set out in these Articles or elsewhere by signing an instrument of transfer in any form approved by the Director and depositing such document at the registered office of the Company.
- 12.2 Following deposit of the instrument of transfer at the registered office, the Director shall, as soon as reasonably practicable, register the transferee in the Register of Members of the Company and notify the transferee of the date he becomes a Member.
- 12.3 No fee shall be charged for registering the transferee in the Register of Members.

- 12.4 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the membership shall automatically pass to the personal representatives, trustee in bankruptcy, supervisor, receiver, administrator or administrative receiver (as appropriate).

### **13. EXPULSION OF MEMBER**

- 13.1 The director may terminate the membership of any member without his consent by giving him written notice if, in the reasonable opinion of the directors:

- (a) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- (b) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- (c) he has failed to observe the terms of these Articles [and the Rules].

Following such termination, the Member shall be removed from the Register of Members by the Director.

- 13.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The director must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the director to terminate the membership of a Member.

- 13.3 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee.

### **DECISION MAKING BY MEMBERS**

#### **14. VOTES OF MEMBERS**

Subject to the Act, at any general meeting every Member who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote.

#### **15. POLL VOTES**

- 15.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

- 15.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## **16. PROXIES**

- 16.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 16.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid [unless the directors, in their discretion, accept the notice at any time before the meeting]" as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **17. MEANS OF COMMUNICATION TO BE USED**

- 17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider];
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, [one] hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 17.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **18. RULES**

The director may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.]

## **19. INDEMNITY AND INSURANCE**

- 19.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them.
  - (ii) including [(in each case)] any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 28(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 19.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

- 19.3 The director may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

19.4 In this article:

- (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 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 or associated company; and
- (c) a "relevant officer" means any director or other officer [or former director or other officer] of the Company [or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)] [, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor]).