



**FILE COPY**

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

Company Number **9921548**

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

**REDHALL GARDENS RESIDENTS MANAGEMENT  
COMPANY LIMITED**

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 on **17th December 2015**



**\*N09921548P\***



**Companies House**



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

844961/40

In accordance with  
Section 9 of the  
Companies Act 2006

# IN01

## Application to register a company

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

✗ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership  
this, please use form LL IN01

For further information, please



\*A4MAWPTS\*

A05

15/12/2015

#105

COMPANIES HOUSE

TUESDAY

### 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](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

Redhall Gardens Residents Management Company Limited

For official use

9921548

#### → 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

#### 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

#### 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 or private  
companies that are charities are  
eligible to apply for this. For more  
details, please go to our website  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

#### 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**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

2

Street

Dighton Close

Post town

Wetherby

County/Region

West Yorkshire

Postcode

L S 2 2 7 S 2

**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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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## 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-C4.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

③ **Corporate appointments**  
For corporate secretary appointments, please complete section C1-C4 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 (including maiden or married names) which have been used for business purposes in the last 20 years.

**B2**

#### Secretary's service address ①

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

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.

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## Corporate secretary

<b>C1</b>	<b>Corporate secretary appointments ①</b>		<b>① Additional appointments</b> If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page  <b>Registered or principal address</b> 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	Gateley Secretaries Limited		
Building name/number	One Eleven		
Street	Edmund Street		
Post town	Birmingham		
County/Region	West Midlands		
Postcode	B 3 2 H J		
Country	United Kingdom		
<b>C2</b>	<b>Location of the registry of the corporate body or firm</b>		
	Is the corporate secretary registered within the European Economic Area (EEA)?		
	<input checked="" type="checkbox"/> → Yes Complete <b>Section C3</b> only <input type="checkbox"/> → No Complete <b>Section C4</b> only		
<b>C3</b>	<b>EEA companies ②</b>		<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a>  <b>③</b> 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	England and Wales		
Registration number	03520422		
<b>C4</b>	<b>Non-EEA companies</b>		<b>④ Non-EEA</b> 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			

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## Application to register a company

### Director

<b>D1</b>	<b>Director appointments <sup>①</sup></b>	
	Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E4.	
Title*	Mr	
Full forename(s)	John	
Surname	Carter	
Former name(s) <sup>②</sup>		
Country/State of residence <sup>③</sup>	United Kingdom	
Nationality	British	
Month/year of birth <sup>④</sup>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <div> <div>m</div> <div>1</div> </div> <div> <div>m</div> <div>0</div> </div> <div> <div>y</div> <div>1</div> </div> <div> <div>y</div> <div>9</div> </div> <div> <div>y</div> <div>6</div> </div> <div> <div>y</div> <div>1</div> </div>	
Business occupation (if any) <sup>⑤</sup>	Managing Director	

**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 (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in section D4

**④ Month and year of birth**  
Please provide month and year only.

**⑤ 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.

<b>D2</b>	<b>Director's service address <sup>①</sup></b>	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	
Country		

**① 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.

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Application to register a company

## Director

**D1**

### Director appointments <sup>①</sup>

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E4.

Title*	Mr
Full forename(s)	David
Surname	Bowman
Former name(s) <sup>②</sup>	
Country/State of residence <sup>③</sup>	United Kingdom
Nationality	British
Month/year of birth <sup>④</sup>	X X '1 '2 '1 '9 '7 '0
Business occupation (if any) <sup>⑤</sup>	Finance Director

#### 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 (including maiden or married names) which have been used for business purposes in the last 20 years.

#### ③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

#### ④ Month and year of birth

Please provide month and year only

#### ⑤ 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 <sup>①</sup>

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

#### ① 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.

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## Corporate director

<b>E1</b>	<b>Corporate director appointments</b> <sup>①</sup>	
	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		
	<b>① Additional appointments</b> If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page  <b>Registered or principal address</b> 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.	
<b>E2</b>	<b>Location of the registry of the corporate body or firm</b>	
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete <b>Section E3</b> only → No Complete <b>Section E4</b> only	
<b>E3</b>	<b>EEA companies</b> <sup>①</sup>	
	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 <sup>①</sup>		
Registration number		
	<b>① EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a>  <b>②</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
<b>E4</b>	<b>Non-EEA companies</b>	
	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 <sup>①</sup>		
If applicable, the registration number		
	<b>① Non-EEA</b> 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	



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**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
				£
				£
				£
				£
<b>Totals</b>			0	£ 0 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
<b>Totals</b>			0	0.00

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
<b>Totals</b>			0	0 00

**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 ❸

❸ 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 Number of shares issued multiplied by  
nominal value of each share.

❸ Total number of issued shares in this class

**Continuation Pages**Please use a Statement of Capital continuation  
page if necessary.

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## 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

Prescribed particulars  
①

#### 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

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

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## Application to register a company

Class of share		
<b>Prescribed particulars</b> ①		<p><b>① Prescribed particulars of rights attached to shares</b></p> <p>The particulars are</p> <ul style="list-style-type: none"><li>a. particulars of any voting rights, including rights that arise only in certain circumstances;</li><li>b. particulars of any rights, as respects dividends, to participate in a distribution,</li><li>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li><li>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.</li></ul> <p>A separate table must be used for each class of share.</p> <p><b>Continuation pages</b> Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.</p>

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### 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						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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**Part 4 Statement of guarantee**

Is your company limited by guarantee?

✓ → Yes Complete the sections below.

→ No Go to Part 6 (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.

**① Address**

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

**① Amount guaranteed**

Any valid currency is permitted.

**Continuation pages**

Please use a 'Subscribers'

continuation page if necessary

**Subscriber's details**

Forename(s) ①	John
Surname ①	Carter
Address ①	2 Deighton Close Wetherby
Postcode	L S 2 2 7 S 2
Amount guaranteed ①	£1

**Subscriber's details**

Forename(s) ①	
Surname ①	
Address ①	
Postcode	
Amount guaranteed ①	

**Subscriber's details**

Forename(s) ①	
Surname ①	
Address ①	
Postcode	
Amount guaranteed ①	

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## Application to register a company

### 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

### 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

#### 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

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## Part 5 Consent to act

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### Consent statement

Please tick the box to confirm consent.

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity.

## Part 6 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 11 (Statement of compliance delivered by the subscribers).  
→ Yes Go to Section 12 (Statement of compliance delivered by an agent)

11

### Statement of compliance delivered by the subscribers <sup>1</sup>

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.

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

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

**Continuation pages**  
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign

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### 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



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# 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 **Andrew Horton**

Company name **Gateley Plc**

Ref: **18043982**

Address **One Eleven**

**Edmund Street**

Post town **Birmingham**

Country/Region

Postcode **B 3 2 H J**

Country **United Kingdom**

DX **13033 Birmingham - 1**

Telephone **0121 234 0000**

## Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6).
- ☐ At the agents address (Given in Section I2).

## 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 LLP and Business (Names and Trading Disclosures) Regulations 2015, 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 and day of birth.

## 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

## 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

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# **ARTICLES OF ASSOCIATION**

**REDHALL GARDENS RESIDENTS MANAGEMENT COMPANY LIMITED**

**A PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION  
OF  
REDHALL GARDENS RESIDENTS MANAGEMENT COMPANY LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

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**Name of each subscriber**

**Authentication by each subscriber**

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John Carter

.....  
John Carter



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Dated: 14 December 2015

## **THE COMPANIES ACT 2006**

### **PRIVATE COMPANY LIMITED BY GUARANTEE**

### **AND NOT HAVING A SHARE CAPITAL**

### **ARTICLES OF ASSOCIATION OF**

### **REDHALL GARENS RESIDENTS MANAGEMENT COMPANY LIMITED**

#### **1. PRELIMINARY**

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 ("the Act") shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 3, 9(2), 14, 17(1), 19(3)(b), 19(5), 22(1), 22(2), 30(4), 37 and 38(1)(b) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

#### **2. DEFINED TERMS**

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"Additional Land" means any land adjoining or neighbouring the Site which the Developer proposes to develop now or at any time in the future;

"Additional Unit" means a unit comprising part of the Additional Land that the Developer intends to dispose of for a use falling within classes A1, A2, A3, A4, A5, B1(a), C1, C2, C3, D1 and D2 of the Town and Country Planning (Use Classes) Order 1987 as amended from time to time;

"Appointor" has the meaning given in Article 10.1;

"Developer" means Bellway Homes Limited (company registration number 00670176) and any person nominated from time to time to succeed it as a member pursuant to Article 11.2(b);

"Managed Property" means all the Site excluding the Units;

"Residential Unit" means a unit comprising part of the Site that the Developer has disposed of (or intends to dispose of) for a use falling within Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended);

"Secretary" means the secretary of the Company, if any, appointed in accordance with Article 9.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"Site" has the meaning ascribed to it in clause 3.1.

"Units" means any Residential Unit.

"Unitholder" means the person or persons to whom a lease of a Unit has been granted or assigned or the person or persons (other than the Company) who holds the freehold of a Unit and so that whenever two or more persons are for the time being Unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder; and

"Working Day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

### **3. OBJECTS**

#### **3.1 The Company's objects are:-**

- (a) to acquire, hold, manage and administer the property situated at Redhall Gardens, Newton Hill, Wakefield WF1 2DF including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (hereinafter called "the Site") either on its own account or as trustee, nominee or agent of any other company or person;
- (b) 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;
- (c) 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;
- (d) 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,
- (e) 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;
- (f) 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 by the directors having fully considered their general duties owed to the Company under Part X of the Act, and
- (g) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects.

### **4. DIRECTORS' GENERAL AUTHORITY**

- 4.1 The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.1.

## **5. PROCEEDINGS OF DIRECTORS**

- 5.1 Unless otherwise determined by members by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum.
- 5.2 Subject to Article 5.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 5.3 If the directors propose to exercise their power under section 175(4)(b) of the Act to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes
- 5.4 Subject to the provisions of the Act, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office.-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.
  - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
  - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

## **6. UNANIMOUS DECISIONS**

- 6.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

## **7. APPOINTMENT OF DIRECTORS**

- 7.1 Save for persons who are deemed to have been appointed as directors of the Company by the Developer, no person who is not a member of the Company is eligible to hold office as a director.
- 7.2 Any member of the Company who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) at a general meeting by ordinary resolution provided that the member's appointment has been recommended by the directors, or
  - (b) by a decision of the directors to fill a vacancy or to appoint an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 5.1 above as the maximum number of directors and for the time being in force.

## **8. TERMINATION OF DIRECTOR'S APPOINTMENT**

**8.1** In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as -

- (a) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office;
- (b) he ceases to be a member; or
- (c) the Developer who appointed him ceases to be a member in accordance with article 11(2)(a).

## **9. SECRETARY**

**9.1** The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit and any secretary so appointed by the directors may be removed by them

## **10. ALTERNATE DIRECTORS**

**10.1** (a) Any director (the "Appointor") may appoint as an alternate any other director of the Company, or any other member approved by a decision of the directors, to:-

- (i) exercise that director's powers; and
- (ii) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the Appointor

(b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors. The notice must:-

- (i) identify the proposed alternate; and
- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his Appointor.

(c) An alternate director may represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

**10.2** (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8.

(b) Except as these Articles specify otherwise, alternate directors:-

- (i) are deemed for all purposes to be directors;
- (ii) are liable for their own acts or omissions,
- (iii) are subject to the same restrictions as their Appointors, and
- (iv) are not deemed to be agents of or for their Appointors

(c) A person who is an alternate director but not a director:-

- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
- (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's Appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one director for such purposes.

- (d) Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration payable to that alternate's Appointor as the Appointor may direct by notice in writing made to the Company.

**10.3 An alternate director's appointment as an alternate terminates:-**

- (a) when his Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's office as director,
- (c) on the death of his Appointor,
- (d) when his Appointor's appointment as a director terminates, or
- (e) when he ceases to be a member.

**11. MEMBERS**

**11.1** The total number of members of the Company (excluding the Developer) shall not exceed the total number of Units.

**11.2** The Developer shall.

- (a) be a member of the Company until such time as
  - (i) all of the Units are sold; or
  - (ii) before all of the Units are sold, the Developer disposes of the Site and any unsold Units to a third party and the Developer nominates the third party in accordance with Article 11.2(b) to be his successor as a member of the Company.
- (b) have full authority to nominate any person to succeed him as a member of the Company and any person so nominated shall:
  - (i) be treated for the purpose of these Articles as if he had been the Developer; and
  - (ii) have the same power to nominate a person to succeed him and any person so nominated shall also be treated for the purpose of these Articles as if he had been the Developer.

**11.3 Each Unitholder**

- (a) shall be entitled to apply for and be admitted as a member of the Company and where a Unitholder comprises two or more persons, the Unitholder shall constitute and be admitted as one member;



- (b) shall submit an application to become a member of the Company to the directors, such application to be accompanied by:
    - (i) evidence that the Unitholder has been registered at the Land Registry as the freehold or leasehold proprietor of the Unit, and
    - (ii) a letter addressed to the directors signed by the Unitholder confirming that he understands his obligations as a member of the Company under the Articles and consents to become a member.
  - (c) may only have his membership of the Company terminated if he transfers the whole of his proprietary interest in his Unit and his transferee is admitted as a member of the Company pursuant to an application made under Article 11.3(b).
- 11.4 All persons constituting a member of the Company shall have their names entered in the register of members but only the person whose name first appears in the register shall exercise the voting powers vested in such member.
- 11.5 If a Unitholder dies or an order of bankruptcy or liquidation is made against the Unitholder whilst he is a member of the Company, the Unitholder's legal personal representative(s) or trustee in bankruptcy or liquidator shall, once he has been registered at the Land Registry as proprietor of the Unitholder's Unit and has produced evidence to the satisfaction of the directors that this is the case, be entitled to be admitted as a member of the Company in place of the Unitholder.
- 11.6 No persons except for the Developer and any Unitholder shall be members of the Company.

## **12. WRITTEN RESOLUTIONS OF MEMBERS**

- 12.1 (a) Subject to Article 12.1(b), a written resolution of members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
- (i) a resolution under section 168 of the Act for the removal of a director before the expiration of his period of office; and
  - (ii) a resolution under section 510 of the Act for the removal of an auditor before the expiration of his period of office.
- 12.2 (a) Subject to Article 12.2(b), on a written resolution, a member has one vote in respect of each Unit owned by him.
- (b) No member may vote on a written resolution unless all moneys currently due and payable by (i) that member to the Company or (ii) any Unitholder from whom that member acquired his Unit, have been paid in full.
- (c) If no Unitholder exists in respect of any Unit, the Developer or a third party who became a member having been nominated under Article 11.2(b) above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have on a written resolution, three votes in respect of every Unit in addition to their own vote or votes as members PROVIDED ALWAYS that the Developer shall have such number of extra votes more than the aggregate number of votes held by all the other Unitholders so as to give it a 75% majority on any written resolution.

## **13. NOTICE OF GENERAL MEETINGS**

- 13.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-

- (i) section 311 of the Act as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
- (ii) section 325(1) of the Act as to the giving of information to members regarding their right to appoint proxies
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

#### **14. QUORUM AT GENERAL MEETINGS**

- 14.1 (a) If and for so long as the Company has only one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- (b) If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- (c) Model Article 27(1) is modified by the addition of a second sentence as follows.-  

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

#### **15. VOTING AT GENERAL MEETINGS**

- 15.1 Each member of the Company shall be entitled to attend every general meeting of the Company but those members who are Unitholders of the Commercial Units shall not be entitled to speak or vote on any resolution solely affecting or pertaining to the Residential Units.
- 15.2 If a question arises at a general meeting as to whether or not a resolution for consideration solely affects or pertains to the Residential Units or the Commercial Units, the question shall be referred to the Chairman of the meeting and his decision as to which Unitholders are affected by the resolution shall be final and binding on all the members.
- 15.3 A resolution put to the vote at a general meeting shall be decided on a show of hands unless, before or on declaration of the result, a poll is demanded by the Developer or a Unitholder. Model Articles 30(1) and 30(2) shall be modified accordingly.
- 15.4 On a vote on a resolution at a general meeting on a show of hands:-
  - (a) each member who, being an individual, is present in person has one vote,
  - (b) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote, and
  - (c) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Act, one vote.
- 15.5 On a vote on a resolution at a general meeting on a poll:-
  - (a) each member (whether present in person or by proxy or being a corporation present by a duly authorised representative) has one vote for each Unit of which he is a Unitholder, and

- (b) if no Unitholder exists in respect of any Unit, the Developer or a third party who became a member having been nominated under Article 11.2(b) above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every Unit which the Developer intends to, but has not yet, disposed of PROVIDED ALWAYS that the Developer shall have such number of extra votes more than the aggregate number of votes held by all the other Unitholders so as to give it a 75% majority on any resolution

15.6 No member may vote at any general meeting either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of any of the Units owned by that member unless all moneys currently due and payable by that member to the Company have been paid in full.

15.7 A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

15.8 Polls must be taken at the general meeting at which they are demanded pursuant to Article 15.3 and in such manner as the chairman directs.

#### **16. DELIVERY OF PROXY NOTICES**

16.1 Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

#### **17. ADDITIONAL LAND AND ADDITIONAL UNITS**

17.1 To the extent that any provision within Articles 13, 14, 15 and 16 are inconsistent with any provision in this Article 17, the relevant provision in this Article 17 shall prevail.

17.2 The Company may by special resolution at a general meeting (hereafter called an "enlargement resolution") amend Article 3.1(a) so as to include Additional Land within the meaning of "the Site".

17.3 An enlargement resolution may only be proposed by the Developer. If the Developer wishes to propose an enlargement resolution, it shall give notice to that effect to the directors of the Company. The notice to the directors of the Company shall identify by reference to a plan.

(a) the Additional Land,

(b) the anticipated number of Additional Units that the Developer proposes to construct on the Additional Land; and

(c) the anticipated position of each such Additional Unit.

17.4 On receipt of such notice from the Developer, the directors of the Company shall forthwith call a general meeting at which the enlargement resolution shall be considered. The directors of the Company shall give notice of the general meeting to all the members and to every legal personal representative or trustee in bankruptcy or liquidator of a member where the member, but for the member's death or bankruptcy or liquidation, would be entitled to receive notice of the meeting.

17.5 Only the attendance of the Developer (being an individual present in person or by proxy or, being a corporation present by duly authorised representative) at the general meeting shall be necessary to make the meeting quorate.

17.6 Every member of the Company (being an individual present in person or by proxy or, being a corporation present by duly authorised representative) shall be entitled to attend and speak on an

enlargement resolution but no member, except for the Developer, shall be entitled to vote on an enlargement resolution.

- 17.7 After considering any statements made by any person entitled to attend and speak at the meeting, the Developer may vote to pass the enlargement resolution, reject the enlargement resolution, or adjourn the enlargement resolution to a date to be fixed by the directors of the Company. If the Developer votes for the enlargement resolution, it shall take effect for all purposes as a valid and binding special resolution.

- 17.8 On the passing of an enlargement resolution

(a) the Additional Land shall become part of the Site;

(b) each Additional Unit which on practical completion of its construction falls within the meaning of a Residential Unit shall become a Residential Unit and, following its disposal by the Developer, its Unitholder shall become a member of the Company and have the same rights, privileges, obligations and liabilities as every other member of the Company who is a Unitholder of a Residential Unit; and

(c) each Additional Unit which on practical completion of its construction falls within the meaning of a Commercial Unit shall become a Commercial Unit and, following its disposal by the Developer, its Unitholder shall become a member of the Company and have the same rights, privileges, obligations and liabilities as every other member of the Company who is a Unitholder of a Commercial Unit.

- 17.9 On all matters in relation to or otherwise in connection with an enlargement resolution, the Developer shall be entitled to act in its own interests and without regard to the interests of any other member of the Company.

## **18. DEVELOPER'S PROTECTION FROM LIABILITY**

- 18.1 If the Developer (or any person nominated to succeed it as a member pursuant to Article 11 2(b)) has a legal estate within the meaning of section 205(1)(x) of the Law of Property Act 1925 in, on or under land that comprises the whole or any part of the Site (and any Additional Land), and because of any act or omission on the part of one or more Unitholders, a third party pursues a claim against the Developer in its capacity as owner of that legal estate, the said Unitholders shall indemnify and keep the Developer fully indemnified against such claim including, but not limited to

(a) any damages or costs ordered to be paid to the third party by a court or other tribunal seized of the claim;

(b) any monies paid to the third party to dispose of the claim by way of settlement; and

(c) any costs incurred in defending or otherwise responding to the claim.

- 18.2 If the Developer has a legal estate within the meaning of section 205(1)(x) of the Law of Property Act 1925 in, on or under land that comprises the whole or any part of the Site (and any Additional Land), and because of any act or omission on the part of one or more Unitholders, the Developer suffers loss or damage to its legal estate, the said Unitholders shall be liable to the Developer for such loss or damage.

- 18.3 This Article 18 shall continue to apply after the Developer has ceased to be a member of the Company.

## **19. COMMUNICATIONS**

- 19.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.

- 19.2 A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an

address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

- 19.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website
- (d) For the purposes of this Article 19.3, no account shall be taken of any part of a day that is not a Working Day.

## **20. COMPANY SEALS**

- 20.1 Model Article 35(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 20.2 Model Article 35(3) is modified by the deletion of all words which follow the "," after the word "document" and their replacement with "the document must also be signed by -
- (a) one authorised person in the presence of a witness who attests the signature; or
- (b) two authorised persons."

## **21. PROTECTION FROM LIABILITY**

- 21.1 For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 256 of the Act subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply
- 21.2 The directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability
- 21.3 Every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.

## **22. RULES**

- 22.1 (a) The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating:-

- (i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
  - (ii) the conduct of members of the Company in relation to one another, and to the Company's officers, employees and agents;
  - (iii) the setting aside of the whole or any part or parts of the Managed Property at any particular time or times or for any particular purpose or purposes;
  - (iv) the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles); and
  - (v) any and all other matters as are commonly the subject matter of company rules or rules or regulations appropriate to the Company
- (b) The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article
  - (c) Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force
  - (d) The Company in general meeting may alter, repeal or make additions to any rules made by the directors in accordance with this Article.

**22.2** Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Act applies