

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **10123159**

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

BISHOP FIELDS (HEREFORD) 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, Cardiff, on **14th April 2016**



N101231599

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: 13/04/2016



X54TNP5T

*Company Name
in full:* **BISHOP FIELDS (HEREFORD) MANAGEMENT COMPANY LIMITED**

Company Type: **Private limited by guarantee**

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

*Proposed Register
Office Address:* **60 WHITEHALL ROAD
HALESOWEN
ENGLAND
B63 3JS**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **MATTHEW JOHN**

Surname: **BENTLEY**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/02/1974** Nationality: **BRITISH**

Occupation: **FINANCE DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full forename(s): **ADRIAN ROY**

Surname: **FARR**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/01/1959** Nationality: **BRITISH**

Occupation: **MANAGING DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Statement of Guarantee

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: **MATTHEW JOHN BENTLEY**

Address: **60 WHITEHALL ROAD
HALESOWEN
ENGLAND
B63 3JS**

Amount Guaranteed: **1**

Name: **ADRIAN ROY FARR**

Address: **60 WHITEHALL ROAD
HALESOWEN
ENGLAND
B63 3JS**

Amount Guaranteed: **1**

Statement of Compliance

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: **THE LONDON LAW AGENCY LIMITED**

Agent's Address: **THE WHITE HOUSE 57-63 CHURCH ROAD
WIMBLEDON VILLAGE, LONDON
UNITED KINGDOM
SW19 5SB**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **THE LONDON LAW AGENCY LIMITED**

Agent's Address: **THE WHITE HOUSE 57-63 CHURCH ROAD
WIMBLEDON VILLAGE, LONDON
UNITED KINGDOM
SW19 5SB**

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

BISHOP FIELDS (HEREFORD) 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.

Name of each subscriber

Authentication by each subscriber

MATTHEW JOHN BENTLEY

ADRIAN ROY FARR

Dated 13 April 2016

ARTICLES OF ASSOCIATION

OF

BISHOP FIELDS (HEREFORD) MANAGEMENT COMPANY LIMITED

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PART 1

INTERPRETATION; LIABILITY OF MEMBERS; OBJECTS OF THE COMPANY; ENTRENCHED PROVISIONS; MEMBERSHIP

1 Defined terms

(1) In the articles, unless the context requires otherwise--

'90% resolution' has the meaning given in article 5;

'**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;

'**chairman**' has the meaning given in article 19;

'**chairman of the meeting**' has the meaning given in article 33;

'**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;

'**Development**' means the residential development known as Bishop Fields Hampton Dene Road Hereford HR1 1UX

'**Developer**' means BDW Trading Limited (company number 03018173) whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF and whose address for correspondence is Barratt West Midlands 60 Whitehall Road Halesowen West Midlands B63 1UF (or such other address as may be notified to the Owners from time to time) or other the registered proprietor for the time being of the freehold estate in the Property who is nominated by the Developer to be its successor;

'**Developer's Director**' means a director of the company who has been appointed by the Developer under article 24(1);

'**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;

'**eligible members**' has the meaning given in Section 289 of the Companies Act 2006;

'**Flat Lease**' means (if any) a lease of a flat forming part of the Property granted by the Developer;

'Flat Owner' means the owner for the time being of a Flat Lease and includes a person who is entitled to be registered at the Land Registry as owner of a Flat Lease;

'hard copy form' has the meaning given in Section 1168 of the Companies Act 2006;

'member' has the meaning given in Section 112 of the Companies Act 2006 (that is the subscribers to the memorandum and other persons who agree to be a member and whose name is entered on the register of members);

'model articles' has the meaning given in Section 19 of the Companies Act 2006;

'objects' has the meaning given in article 4;

'ordinary resolution' has the meaning given in Section 282 of the Companies Act 2006;

'Owner(s)' means any or all Plot Owner(s) and Flat Owner(s) as appropriate;

'participate', in relation to a directors' meeting, has the meaning given in article 17;

'Plot Owner' means the owner for the time being of a plot included in a Plot Transfer and includes a person to be registered at the Land Registry as owner of a plot included in a Plot Transfer;

'Plot Transfer' means a freehold transfer residential unit and its curtilage to a Plot Owner;

'Property' has the meaning given in article 4;

'proxy notice' has the meaning given in article 40;

'qualifying person' has the meaning given in Section 318 of the Companies Act 2006;

'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 Developer transfers to the company the freehold estate in the whole or any part(s) of the Property (as the Developer shall at its discretion decide) subject (if included within the Property) to the Flat Leases so that the company becomes entitled to be registered at the Land Registry as the proprietor of the freehold estate of the Property transferred; 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.

- (2) Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2 Exclusion of model articles

These articles exclude the model articles.

3 Liability of members

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

- (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 winding up, and
- (c) adjustment of the rights of contributories amongst themselves.

4 Objects of the company

The objects of the company are to accept the transfer of such part or parts of the freehold property and the buildings erected on it and its managed areas known comprising part of the Development ('the Property') as the Developer shall decide from time to time to hold the Property in order to manage the Property and provide services to the Owners tenants and occupiers of any plots and flats forming part of the Property and to collect (as may be applicable from time to time) the rentcharge, rents, service charges and other income payable by the Owners for maintenance and management of the Property and generally to maintain and manage the Property in accordance with the obligations on the part of person responsible for maintenance and management in any Plot Transfers and Flat Leases.

5 Entrenched provisions

- (1) Except with the authority of a 90% resolution, the following articles may not be amended or repealed—
 - (a) this article 5;
 - (b) article 4 (objects of the company);
 - (c) article 6 (membership);
 - (d) article 11 (members' reserve power);
 - (e) article 29 (dividends and other distributions); and
 - (f) article 36 (votes of members).
- (2) A 90% resolution is a resolution of the members approving the amendment or repeal of an article referred to in paragraph (1) of this article passed by a majority of not less than 90%.
- (3) A written resolution is passed by a majority of not less than 90% if it is passed by not less than 90% of the eligible members of the company.
- (4) Where a resolution is passed as a written resolution—
 - (a) the resolution is not a 90% resolution unless it stated that it was proposed as a 90% resolution, and
 - (b) if the resolution so stated, it can only be passed as a 90% resolution.
- (5) A resolution passed at a meeting on a show of hands is passed by a majority of not less than 90% if it is passed by not less than 90% of—
 - (a) the members who, being entitled to do so, vote in person on the resolution, and
 - (b) the persons who vote on the resolution as duly appointed proxies of members entitled to vote on it.
- (6) A resolution passed on a poll taken at a meeting is passed by a majority of not less than 90% if it is passed by members representing not less than 90% of the total voting rights of the members who (being entitled to do so) vote in person or by proxy on the resolution.

- (7) Where a resolution is passed at a meeting--
- (a) the resolution is not a 90% resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 90% resolution, and
 - (b) if notice of the meeting so specified, the resolution can only be passed as a 90% resolution.

- (8) This article does not apply before the Transfer Date.

6 Membership

- (1) No person other than the following may be a member of the Company--
- (a) the subscribers to the memorandum,
 - (b) the Developer,
 - (c) a nominee of the Developer, or
 - (d) an Owner.
- (2) Every director (other than a Developer's Director) must be a member of the company.
- (3) Where two or more persons are the Plot Owner of a plot or Flat Owner of a flat under a Flat Lease 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 persons comprising the Plot Owner or tenants under that Flat Lease. All such persons or tenants shall be subject jointly and severally to any liability imposed on that member under or pursuant to the articles.
- (4) Where a person is an Owner of more than one plot or the tenant of a flat under more than one Flat Lease or is both an Owner and the Developer or a nominee of the Developer 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 such Owner or Developer or nominee of the Developer as the case may be.
- (5) Each member who is an Owner shall comply with the obligations of the Owner to pay any sums due to the company under a Plot Transfer or Flat Lease without deduction or set off so as to enable the company to fulfil its objects.

7 Applications for membership

No person shall become a member of the company unless that person--

- (a) has completed an application for membership in a form approved by the directors, and
- (b) is eligible to be a member under the articles.

8 Termination of membership

- (1) A subscriber to the memorandum of association may by notice to the company resign from membership at any time before the Transfer Date.
- (2) A member of the company will cease to be a member in the following circumstances:
- (a) if he is the Developer or a nominee of the Developer, immediately after the Transfer Date; or

- (b) if he is an Owner, on the transfer or transmission of his plot comprised in a Plot Transfer or flat comprised in a Flat Lease but he will continue as a separate member in any other capacity he may have an Owner or Developer.
- (3) A person's membership of the company terminates when that person dies or ceases to exist.
- (4) Membership is not transferable.
- (5) An Owner may not cease to be a member of the company except as permitted or required by the articles.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

9 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors shall be not less than 2 and not more than 4.

10 Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business in accordance with its objects, for which purpose they may exercise all the powers of the company.

11 Members' reserve power

- (1) Except with the authority of a special resolution the directors may not sell, dispose of, or transfer the business, property and undertaking of the Company, or any part thereof, for any consideration.
- (2) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (3) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

12 Directors may delegate

- (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - (a) to such director or committee including at least one director;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and

(e) on such terms and conditions;
as they think fit.

- (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.
- (3) The directors may revoke any delegation in whole or in part, or alter its terms and conditions.
- (4) The directors may in particular grant a power of attorney by an instrument executed as a deed empowering the attorneys either generally or in respect of specified matters to execute deeds or execute or sign other documents on behalf of the company.

13 Committees

- (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.
- (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

14 Directors to take decisions collectively

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 15.

15 Unanimous decisions

- (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.
- (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.
- (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.
- (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.

16 Calling a directors' meeting

- (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.
- (2) Notice of any directors' meeting must indicate—
 - (a) its proposed date and time;
 - (b) where it is to take place; and

- (c) 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.

- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (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.

17 Participation in directors' meetings

- (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when--
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (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.
- (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.

18 Quorum for directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (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. Until the Transfer Date, the quorum must include a Developer's Director participating in the meeting.
- (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--
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors.

19 Chairing of directors' meetings

- (1) The directors may appoint a director to chair their meetings.
- (2) Until the Transfer Date, the person so appointed must be a Developer's Director.
- (3) The person so appointed for the time being is known as the chairman.
- (4) After the Transfer Date the directors may terminate the chairman's appointment at any time.
- (5) If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

20 Casting vote

- (1) If the number of votes for and against a proposal are equal, the chairman has a casting vote.

(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.

(3) This article does not apply after the Transfer Date.

21 Conflicts of interest

(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.

(2) But if paragraph (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.

(3) This paragraph applies when--

- (a) the company by ordinary resolution disappplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes--

- (a) 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;
- (b) subscription, or agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities;
- (c) 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;
- (d) in the case of a Developer's Director, the director's relationship with the Developer; and
- (e) the director being an Owner.

(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.

(6) Subject to paragraph (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.

- (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.

22 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.

23 Directors' 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

24 Method of appointing directors

- (1) Until the Transfer Date the Developer may by notice in writing to the company appoint up to 3 persons to be a Developer's Director and may by like notice remove any Developer's Director and may appoint another person in his place provide that if at the Transfer Date there is no member who is willing to continue or be appointed as a director the Developer may appoint up to 3 persons (who shall not be required to be a member of the company) to be a director of the company after the Transfer Date who shall continue as a director until the person ceases being a director of the company in accordance with the articles.
- (2) Subject to the articles, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director--
- (a) by ordinary resolution, or
 - (b) by a decision of the directors.
- (3) In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- (4) For the purposes of paragraph (3), where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

25 Retirement of directors

Immediately after the Transfer Date all Developer's Directors then holding office (other than any appointed by the Developer to continue as directors after the Transfer Date in accordance with Article 24 (1)) shall cease to be directors of the company.

26 Termination of director's appointment

A person ceases to be a director as soon as--

- (a) 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;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;
- (e) 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; or
- (f) not being a Developer's Director, he ceases to be a member of the Company.

27 Directors' remuneration

- (1) Directors may undertake any services for the company that the directors decide.
- (2) No director (including a Developer's Director) shall be entitled to any remuneration from the company.

28 Directors' expenses

The company may pay any reasonable expenses which the directors (including a Developer's Director) properly incur in connection with their attendance at--

- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders 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

DISTRIBUTIONS

29 Dividends and other distributions

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 article shall prevent the payment of proper remuneration or fees to any person employed by or providing 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 MEMBERS

ORGANISATION OF GENERAL MEETINGS

30 Calling general meetings

If--

- (a) a company has no directors or fewer than two directors, and
 - (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,
- then two or more members may call a general meeting or may instruct the company secretary (if any) to do so for the purpose of appointing one or more directors.

31 Attendance and speaking at general meetings

- (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.
- (2) A person is able to exercise the right to vote at a general meeting when--
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) 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.
- (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.
- (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.
- (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.

32 Quorum for general meetings

- (1) No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- (2) Two qualifying persons shall be a quorum. But until the Transfer Date at least one of those must be--
 - (a) the Developer,
 - (b) a nominee of the Developer,
 - (c) a person appointed as the proxy of the Developer or a nominee of the Developer in relation to the meeting, or

- (d) where the Developer or a nominee of the Developer is a corporation, a person authorised under Section 323 of the Companies Act 2006 to act as its representative in relation to the meeting.

33 Chairing general meetings

- (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start--
 - (a) the directors present, or
 - (b) (if no directors are present), the meeting,
 must, until the Transfer Date, appoint a Developer's Director (if present and willing to do so) or, if no Developer's Director is present and willing to do so prior to the Transfer Date must adjourn the meeting, and must, on or after the Transfer Date, appoint a director or member to chair the meeting.
- (3) The appointment of the chairman of the meeting (or prior to the Transfer Date adjournment if there is no Developer's Director who is present and willing to be appointed) must be the first business of the meeting.
- (4) The person chairing a meeting in accordance with this article is referred to as 'the chairman of the meeting'.

34 Attendance and speaking by directors and non-members

- (1) Directors may attend and speak at general meetings, whether or not they are members.
- (2) The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

35 Adjournment

- (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.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if--
 - (a) the meeting consents to an adjournment, or
 - (b) 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must--
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place fixed by the directors, and

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (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)--
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

36 Votes of members

- (1) On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote, and article 6(4) shall not apply;
- (2) On a poll every member shall have one vote and article 6(4) shall apply; and
- (3) Until the Transfer Date and notwithstanding paragraphs (1) and (2) of this article the Developer and his nominees together shall have a sufficient number of votes required in order to pass a special resolution.

37 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.

38 Errors and disputes

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

39 Poll votes

- (1) A poll on a resolution may be demanded--
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) 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.
- (2) A poll may be demanded by--
 - (a) the chairman of the meeting;
 - (b) the directors;

- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if--

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

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

40 Content of proxy notices

(1) Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which--

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) 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.

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

(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.

(4) Unless a proxy notice indicates otherwise, it must be treated as--

- (a) 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
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

41 Delivery of proxy notices

(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 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.

(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.

(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.

(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.

42 Amendments to resolutions

- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if--
 - (a) 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
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if--
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (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

ADMINISTRATIVE ARRANGEMENTS

43 Means of communication to be used

- (1) Subject to the articles (and the provisions of this article relating to anything sent by a member to the company), 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 but unless the directors decide otherwise anything sent by a member to the company must only be sent by post and/or (if the directors decide such method is to be used) electronic form to an address or addresses for the time being and for the purpose(s) specified by the company (generally or specifically) and a member shall not send anything to the registered office of the company unless specified by the company (and then only for the purpose specified).
- (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.

- (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.

44 Company seals

- (1) The company is not required to use a common seal and shall not use a common seal in the future unless the directors decide that a common seal should be used and in such case any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (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.
- (4) For the purposes of this article, an authorised person is—
- (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

45 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.

DIRECTORS' INDEMNITY AND INSURANCE

46 Indemnity

- (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—
- (a) 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,
 - (b) 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),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
- (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.
- (3) 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 director' means any director or former director of the company or an associated company.

47 Insurance

- (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.
- (2) In this article--
 - (a) a 'relevant director' means any director or former director of the company or an associated company,
 - (b) 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
 - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.