



FILE COPY

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

Company Number **10254933**

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

BRICKHILLS MANAGEMENT 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 **28th June 2016**



N10254933E



Companies House



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

IN01

Application to register a company

CAME DAY

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



A10 28/06/2016 #12
COMPANIES HOUSE

Part 1 Company details

A1

Company name

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

www.companieshouse.gov.uk/info

Please show the proposed company name below

Proposed company
name in full ①

Brickhills Management Limited

For official use

10254933

→ Filing 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

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

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

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

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 29-30

Street Fitzroy Square

Post town London

County/Region

Postcode W 1 T 6 L Q

② Registered office address

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

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

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

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

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

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

Option 2

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

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

Option 3

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

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

IN01

Application to register a company

Part 2

Proposed officers

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

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

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

Secretary

B1

Secretary appointments ①

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C4.

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

① 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 ③

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.

IN01

Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①	① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		

C2	Location of the registry of the corporate body or firm
Is the corporate secretary registered within the European Economic Area (EEA)?	
→ Yes Complete Section C3 only → No Complete Section C4 only	

C3	EEA companies ②	② EEA A full list of countries of the EEA can be found in our guidance www.gov.uk/companieshouse ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③		
Registration number		

C4	Non-EEA companies	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
Registration number		

IN01

Application to register a company

Director

D1 Director appointments ^①

Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E4	
Title*	Mr
Full forename(s)	John
Surname	Tibbs
Former name(s) ^②	
Country/State of residence ^③	England
Nationality	British
Month/year of birth ^④	<div>X</div> <div>X</div> <div>m0</div> <div>m7</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y4</div>
Business occupation (if any) ^⑤	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 ^⑥

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	

- ⑥ 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.

IN01

Application to register a company

Director**D1 Director appointments ①**

	Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E4													
Title*	Mr													
Full forename(s)	Andrew													
Surname	Greed													
Former name(s) ②														
Country/State of residence ③	England													
Nationality	British													
Month/year of birth ④	X	X	m	0	m	4	y	1	y	9	y	6	y	4
Business occupation (if any) ⑤	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 ⑥

	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										

⑥ 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.

IN01

Application to register a company

Corporate director

E1	Corporate director appointments ①	
	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		

① Additional appointments
If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page

Registered or principal address
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2	Location of the registry of the corporate body or firm
	Is the corporate director registered within the European Economic Area (EEA)?
	→ Yes Complete Section E3 only → No Complete Section E4 only

E3	EEA companies ②
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register
Where the company/firm is registered ③	
Registration number	

② EEA
A full list of countries of the EEA can be found in our guidance www.gov.uk/companieshouse

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4	Non-EEA companies
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register
Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ④	
If applicable, the registration number	

④ Non-EEA
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

IN01

Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

F1 Share capital in pound sterling (£)

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

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
Totals			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 ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals			0	0 00

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals			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 ④

④ Total aggregate nominal value
 Please list total aggregate values in
 different currencies separately For
 example £100 + €100 + \$10 etc

① Including both the nominal value and any
 share premium

② Number of shares issued multiplied by
 nominal value of each share

③ Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation
 page if necessary

IN01

Application to register a company

F4

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

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

Class of share

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

IN01

Application to register a company

Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

IN01

Application to register a company

F5

Initial shareholdings

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

Please complete the details below for each subscriber

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

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 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

2 Address

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

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) 1	John
Surname 1	Tibbs
Address 2	29-30 Fitzroy Square London
Postcode	W 1 T 6 L Q
Amount guaranteed 3	£1

Subscriber's details

Forename(s) 1	Andrew
Surname 1	Greed
Address 2	29-30 Fitzroy Square London
Postcode	W 1 T 6 L Q
Amount guaranteed 3	£1

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

IN01

Application to register a company

Subscriber's details

Forename(s) 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

IN01

Application to register a company

Part 5 **Consent to act****H1****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)

I1**Statement of compliance delivered by the subscribers ¹**

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

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

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

IN01

Application to register a company

12

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 DFA Law LLP

Building name/number 2

Street Waterside Way

Post town Northampton

County/Region Northamptonshire

Postcode N N 4 7 X D

Country

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

Agent's signature

Signature

X Wendy Davidson X

IN01

Application to register a company

**Presenter information**

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

Contact name **Wendy Davidson**

Company name **DFA Law LLP**

Address **2 Waterside Way**

Post town **Northampton**

County/Region **Northamptonshire**

Postcode **N N 4 7 X D**

Country **England**

DX **12472**

Telephone **01604 609577**

**Certificate**

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

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

**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 or email 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

Company Number:

THE COMPANIES ACT 2006

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

MEMORANDUM AND ARTICLES OF ASSOCIATION

- OF -

BRICKHILLS MANAGEMENT LIMITED



DFA Law LLP
2 Waterside Way
Northampton
NN4 7XD

www dfalaw co uk
01604 609560

Memorandum of association of Brickhills Management 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

John Tibbs

 X JT

Andrew Greed

/ X  X AG

DATED

17/6

2016

Date _____ 2016

**A Private Company Limited by Guarantee
And not having a share capital**

**Articles of Association of
Brickhills Management Limited** /



DFA Law LLP
2 Waterside Way
Northampton
NN4 7XD

www.dfalaw.co.uk
01604 609560

Table of Contents

1	Interpretation	1
2	Defined terms	1
3	Objects	2
4	Liability of members	4
5	Directors' general authority	5
6	Members' reserve power	5
7	Directors may delegate	5
8	Committees	5
9	Directors to take decisions collectively	6
10	Unanimous decisions	6
11	Calling a directors' meeting	6
12	Participation in directors' meetings	7
13	Quorum for directors' meetings	7
14	Chairing of directors' meetings	7
15	Casting vote	8
16	Transactions or other arrangements with the company	8
17	Conflicts of interest	9
18	Directors' discretion to make further rules	10
19	Number of directors	10
20	Eligibility to be a director and appointment of directors	11
21	Termination of director's appointment	11
22	Directors' remuneration	11
23	Directors' expenses	12
24	Appointment and removal of alternate directors	12
25	Rights and responsibilities of alternate directors	12
26	Termination of alternate directorship	13
27	Secretary	14
28	Becoming a member	14
29	Ceasing to be a member	14
30	Dividends and other distributions	14
31	Convening general meetings	15
32	Attendance and speaking at general meetings	15
33	Quorum for general meetings	15
34	Chairing general meetings	15
35	Attendance and speaking by directors and non-members	16
36	Adjournment	16
37	Voting general	17
38	Errors and disputes	17
39	Poll votes	17
40	Content of proxy notices	18
41	Delivery of proxy notices	19
42	Amendments to resolutions	19
43	Means of communication to be used	20
44	Company seal and execution of deeds	20
45	No right to inspect accounts and other records	20
46	Provision for employees on cessation of business	20
47	Indemnity	21
48	Insurance	21

OPERATIVE PROVISIONS

1 Interpretation

1 1 The model articles for private companies limited by guarantee contained in schedule 1 to the Companies (Model Articles) Regulations 2008 shall not apply to the company

2 Defined terms

2 1 In the articles, unless the context requires otherwise

"Appointor" has the meaning given in article 24 1,

"Articles" means the company's articles of association,

"Chairman" has the meaning given in article 14 2,

"Chairman of the meeting" has the meaning given in article 34 3,

"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,

"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,

"Dwelling" means a unit of residential accommodation on the Estate and "Dwellings" mean all or any number of them as appropriate,,

"Dwelling Owners" means the freehold owners for the time being of the Dwellings and
"Dwelling Owner" means any one of them,,

"Electronic Form" has the meaning given in section 1168 of the Companies Act 2006,

"Eligible Director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not counted in respect of the particular matter),

"Estate" means the residential development known as Brickhills Willingham of which the Dwellings form part

"Hard Copy Form" has the meaning given in section 1168 of the Companies Act 2006,

"Instrument" means a document in hard copy form,

"Management Area" means that part of the Estate the freehold of which is to be transferred to the company being those parts of the Estate which has not been and is not intended to be transferred or leased to a Dwelling Owner and which is intended to be retained by and managed by the Company including (without limitation) the landscaped areas,

access roads, drives, footpaths, and lighting, the foul pumping station and all tanks, sewers, drainpipes, wires, ducts and conduits and other service media, in each case not wholly within any area exclusively serving any individual Dwelling or exclusively serving any individual Dwelling

"Ordinary Resolution" has the meaning given in section 282 of the Companies Act 2006,

"Participate" in relation to a directors' meeting, has the meaning given in article 12,

"Proxy Notice" has the meaning given in article 40 1,

"Special Resolution" has the meaning given in section 283 of the Companies Act 2006,

"Subscriber" means the subscriber to the company's memorandum of association,

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

"United Kingdom" means Great Britain and Northern Ireland, 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 2 Unless the context otherwise requires, other words or expressions contained in the 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

3 **Objects**

3 1 The objects for which the company is established are

3 1 1 to manage, repair, maintain, renew, upkeep, administer and provide all other property management services in respect of the Management Area,

3 1 2 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 Management Area or any part thereof,

3 1 3 to insure the Management Area 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 any other risks which it may consider prudent or desirable to insure against,

3 1 4 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 monies not immediately required in such manner as may from time to time be determined,

- 3 1 5 to manage, administer and deal with lands, buildings and real property either on its own account, or as trustee nominee or agent for any other company or person,
- 3 1 6 to carry on any other business which, in the opinion of the directors, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any of their business of the company and is calculated to enhance the value of the company's property,
- 3 1 7 to purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, moveable or immoveable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the company,
- 3 1 8 to apply for, register or by other means acquire and protect, prolong and renew any patents, patent rights, brevets d'invention, licences, secret processes, trademarks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the company,
- 3 1 9 to build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the company,
- 3 1 10 to invest and deal with the monies of the company in such shares or upon such securities and in such manner as from time to time may be determined,
- 3 1 11 to amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of the company or any part thereof,
- 3 1 12 to subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this company or any other consideration any other company or business which, in the opinion of the directors, may be carried on as directly or indirectly to benefit the company,
- 3 1 13 to sell, let, exchange, dispose of, turn to account, grant licences, options rights or privileges in respect of, mortgage, charge or otherwise deal with all or any of the company and to deal with any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the directors may think fit,
- 3 1 14 to lend money to customers, associates and others both corporate and incorporate and to guarantee the observance and performance of obligations and contracts by customers and others,
- 3 1 15 to borrow or raise money in such manner as the directors think fit and secure the repayment thereof by the creation and issue of debentures, debenture stock,

mortgages or in any other way, and to enter into guarantees, contracts of indemnity and surety ships of all kinds,

- 3 1 16 to pay or remunerate any person, firm or company for rendering services to the company in the promotion of the company or the placing and issue of, debentures, debenture stock or other securities of the company,
- 3 1 17 to support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependants,
- 3 1 18 to draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments,
- 3 1 19 to assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the company and to place or guarantee the placing or, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company,
- 3 1 20 to distribute in specie any of the debentures or securities of the company between the members of the company in accordance with their rights,
- 3 1 21 to act as agents or brokers and as trustees for any person, firm or company to undertake and perform sub-contracts, and
- 3 1 22 to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them
- 3 2 The company shall have power to do all things necessary or expedient in the opinion of the directors for the accomplishment of the above objects, to employ management agents on such terms as they shall think fit, to engage a porter or caretaker, as may be necessary to carry on the business of the company and in particular, power to enter into leases and covenants whereby the company will assume liabilities and responsibilities for carrying out the above objects or any of them or other functions or objects relating to the Management Area
- 3 3 All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the company

4 Liability of members

- 4 1 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
- 4 1 1 payment of the company's debts and liabilities contracted before he ceases to be a member,

- 4 1 2 payment of the costs, charges and expenses of winding up, and
- 4 1 3 adjustment of the rights of the contributories among themselves

DIRECTORS' POWERS AND RESPONSIBILITIES

5 Directors' general authority

- 5 1 Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

6 Members' reserve power

- 6 1 The members may, by special resolution, direct directors who are not also subscribers to take, or refrain from taking, specified action
- 6 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

7 Directors may delegate

- 7 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles
 - 7 1 1 to such person(s) or committee(s),
 - 7 1 2 by such means (including by power of attorney),
 - 7 1 3 to such an extent,
 - 7 1 4 in relation to such matters or territories, and
 - 7 1 5 on such terms and conditions,
 - as they think fit
 - 7 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
 - 7 3 The directors may revoke any delegation of their powers in whole or part, or alter its terms and conditions
- ### **8 Committees**
- 8 1 Subject to article 8 3, 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

8 2 Subject to article 8 3, 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

8 3 In respect of any committee

8 3 1 the number of members of that committee who are not directors shall be less than one half of the total number of members of that committee, and

8 3 2 no resolution of that committee shall be passed at a meeting of that committee unless a majority of the members present at that meeting are directors

DECISION MAKING BY DIRECTORS

9 Directors to take decisions collectively

9 1 The general rule about decision making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10

9 2 If

9 2 1 the company only has one director for the time being, and

9 2 2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision making

10 Unanimous decisions

10 1 A decision of the directors is taken in accordance with this article 10 when all eligible directors indicate to each other by any means that they share a common view on a matter

10 2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing

10 3 A decision may not be taken in accordance with this article 10 if the eligible directors would not have formed a quorum had the matter been proposed at a directors' meeting

11 Calling a directors' meeting

11 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

11 2 Notice of any directors' meeting must indicate

11 2 1 its proposed date and time,

11 2 2 where it is to take place, and

11 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

11 3 Notice of a directors' meeting must be given to each director (other than a director who is absent from the United Kingdom), but need not be in writing

11 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

12 **Participation in directors' meetings**

12 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

12 1 1 the meeting has been called and takes place in accordance with the articles, and

12 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

12 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

12 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

13 **Quorum for directors' meetings**

13 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

13 2 Subject to article 13 3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed it is two save that if at any time there shall only be one director, the quorum shall be one

13 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a director's conflict of interest, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

14 **Chairing of directors' meetings**

14 1 The directors may appoint a director to chair their meetings

14 2 The person so appointed for the time being is known as the chairman

14 3 The directors may terminate the chairman's appointment at any time

14 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

15 **Casting vote**

15 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not be entitled to a second or casting vote

16 **Transactions or other arrangements with the company**

16 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed contract, transaction or arrangement with the company

16 1 1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,

16 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction or arrangement in which he is interested,

16 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract, transaction or arrangement in which he is interested,

16 1 4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

16 1 5 may be a director or other officer of, or employed by, or a party to a contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and

16 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006

17 Conflicts of interest

17 1 any situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the Company shall be deemed to have been authorised by the Members if the situation arises by virtue of the Director concerned being

17 1 1 a Dwelling Owner, or

17 1 2 the subscriber or an officer, employee, agent, adviser or nominee of the subscriber

17 2 the directors may, in accordance with the requirements set out in this article 17, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the companies act 2006 to avoid conflicts of interest

17 3 any authorisation under this article 17 will be effective only if

17 3 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of the articles or in such other manner as the directors may determine,

17 3 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and

17 3 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

17 4 any authorisation of a conflict of interest under this article 17 may (whether at the time of giving the authorisation or subsequently)

17 4 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

17 4 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and

17 4 3 be terminated or varied by the directors at any time (but no such termination or variation shall affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation)

17 5 in authorising a conflict of interest the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the conflict of interest otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

17 5 1 disclose such information to the directors or to any director or other officer or employee of the company, or

17 5 2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

17 6 where the directors authorise a conflict of interest they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director

17 6 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict of interest,

17 6 2 is not given any documents or other information relating to the conflict of interest, and

17 6 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict of interest

17 7 where the directors authorise a conflict of interest

17 7 1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict of interest, and

17 7 2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation

17 8 a director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict of interest which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, transaction or arrangement shall be liable to be avoided on such grounds

18 Directors' discretion to make further rules

18 1 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

19 Number of directors

19 1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum number of directors shall be one

20 Eligibility to be a director and appointment of directors

- 20 1 Until the Subscriber has ceased to be a member of the company in accordance with article 29 1, no person shall be appointed after the incorporation of the company as a director unless he shall have been nominated in writing by the Subscriber (or an agent of the Subscriber) to be a director
- 20 2 Upon the Subscriber ceasing to be a member of the company in accordance with article 29 1, each of the then directors shall (unless he is also a member of the company) automatically cease to be a director and each member for the time being shall (subject to article 20 3) be entitled on written application to the company to be appointed a director and on the company receiving such application he shall become a director (provided he is permitted by law to be a director and provided none of the matters listed in articles 21 1 2 to 21 1 5 have occurred in relation to him)
- 20 3 For the purposes of article 20 2, where two or more persons jointly are Dwelling Owners of one Dwelling, then the first of those joint holders entered in the register of members shall be the person entitled to be appointed a director pursuant to article 20 2

21 Termination of director's appointment

- 21 1 A person automatically ceases to be a director as soon as
- 21 1 1 (subject to article 21 2) he ceases to be a member of the company,
- 21 1 2 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,
- 21 1 3 a bankruptcy order is made against that person,
- 21 1 4 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 21 1 5 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,
- 21 1 6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- 21 1 7 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
- 21 2 Article 21 1 1 shall have no application to a director nominated to be a director by the Subscriber pursuant to article 20 1

22 Directors' remuneration

- 22 1 Directors may undertake any services for the company that the directors decide

22 2 Subject to article 22 3, directors are not entitled to any remuneration in respect of their office

22 3 Any director who serves on any committee appointed by the directors or who otherwise performs services for the company which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such remuneration, whether by way of salary, commission or otherwise, as the directors may determine

23 **Directors' expenses**

23 1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

23 1 1 meetings of directors or committees of directors,

23 1 2 general meetings, or

23 1 3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

ALTERNATE DIRECTORS

24 **Appointment and removal of alternate directors**

24 1 any director ("**appointor**") may appoint as an alternate any other director, or any other person approved by the directors, willing to act to

24 1 1 exercise that director's powers, and

24 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

24 2 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

24 3 the notice must

24 3 1 identify the proposed alternate, and

24 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

25 **Rights and responsibilities of alternate directors**

25 1 an alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

25 2 except as the articles specify otherwise, alternate directors

25 2 1 are deemed for all purposes to be directors,

25 2 2 are liable for their own acts and omissions,

25 2 3 are subject to the same restrictions as their appointors, and

25 2 4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, but it shall not be necessary to give notice of meetings to an alternate director who is absent from the United Kingdom

25 3 a person who is an alternate director but not a director

25 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

25 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

25 3 3 shall not be counted as more than one director for the purposes of articles 25 3 1 and 25 3 2

25 4 a director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

25 5 an alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

26 Termination of alternate directorship

26 1 An alternate director's appointment as an alternate terminates

26 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

26 1 2 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 appointment as a director,

26 1 3 on the death of the alternate's appointor, or

26 1 4 when the alternate's appointor's appointment as a director terminates

27 **Secretary**

- 27 1 The directors may (but are not obliged to) appoint any person who is willing to act as the secretary of the company for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

BECOMING AND CEASING TO BE A MEMBER

28 **Becoming a member**

- 28 1 No person (other than the Subscriber on the incorporation of the company) shall become a member of the company unless he is a Dwelling Owner
- 28 2 A person shall automatically become a member of the company on becoming a Dwelling Owner
- 28 3 Where two or more persons jointly are Dwelling Owners of one Dwelling, they shall together constitute one member and only the person whose name first appears in the register of members shall be entitled to exercise the voting and other rights and powers vested in such member

29 **Ceasing to be a member**

- 29 1 the subscriber shall automatically cease to be a member of the company as soon as the Dwelling Owners of all the dwellings comprised in the Estate have become members and the Management Area has been transferred or leased to the company
- 29 2 on ceasing to be a Dwelling Owner, a person who became a member by virtue of being a Dwelling Owner shall automatically cease to be a member
- 29 3 membership is not transferable and terminates when that person dies or ceases to exist

DIVIDENDS AND OTHER DISTRIBUTIONS

30 **Dividends and other distributions**

- 30 1 The company shall not have power to declare or pay any dividend or bonus or make any distribution of any assets to the Members except on a winding up

ORGANISATION OF GENERAL MEETINGS

31 Convening general meetings

- 31 1 If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum, any director or any two members may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors

32 Attendance and speaking at general meetings

- 32 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
- 32 2 A person is able to exercise the right to vote at a general meeting when
- 32 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 32 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 32 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
- 32 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
- 32 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

33 Quorum for general meetings

- 33 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. Subject to article 33 2, a quorum is as is provided for in section 318 of the Companies Act 2006
- 33 2 Until such time as the Subscriber shall have ceased to be a member pursuant to article 29 1, a quorum shall be one qualifying person (as defined in that section) but no quorum shall be present unless the Subscriber is present in person or by proxy or by corporate representative

34 Chairing general meetings

- 34 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

34 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

34 2 1 the directors present, or

34 2 2 (if no directors are present), the meeting,

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

34 3 The person chairing a meeting in accordance with this article 34 is referred to as the "chairman of the meeting"

35 **Attendance and speaking by directors and non-members**

35 1 Directors may attend and speak at general meetings, whether or not they are members

35 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

36 **Adjournment**

36 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

36 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

36 2 1 the meeting consents to an adjournment, or

36 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

36 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

36 4 When adjourning a general meeting, the chairman of the meeting must

36 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

36 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

36 5 If the continuation of an adjourned meeting is to take place more than 30 days after it was adjourned, the company must give at least 14 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- 36 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and
- 36 5 2 containing the same information which such notice is required to contain
- 36 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place
- 36 7 If at any adjourned meeting the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during the adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved

VOTING AT GENERAL MEETINGS

37 Voting: general

- 37 1 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
- 37 2 At a general meeting, every member present in person or by proxy or by corporate representative shall (whether on a show of hands or a poll) have one vote, save that
- 37 2 1 where a member is a Dwelling Owner in respect of more than one Dwelling, he shall have one vote for each Dwelling he is a Dwelling Owner of, and
- 37 2 2 whilst it is a member of the company the Subscriber shall have three votes for every one vote of all the other members present (whether present in person or by proxy or corporate representative)
- 37 3 On a vote on a written resolution, every member shall have one vote, save that
- 37 3 1 where a member is a Dwelling Owner in respect of more than one Dwelling, he shall have one vote for each Dwelling he is a Dwelling Owner of, and
- 37 3 2 whilst it is a member of the company the Subscriber shall have three votes for every one vote of all the other members

38 Errors and disputes

- 38 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
- 38 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

39 Poll votes

- 39 1 A poll on a resolution may be demanded

- 39 1 1 in advance of the general meeting where it is to be put to the vote, or
- 39 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 39 2 A poll may be demanded by
 - 39 2 1 the chairman of the meeting,
 - 39 2 2 the directors,
 - 39 2 3 two or more persons having the right to vote on the resolution, or
 - 39 2 4 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
- 39 3 A demand for a poll may be withdrawn if
 - 39 3 1 the poll has not yet been taken, and
 - 39 3 2 the chairman of the meeting consents to the withdrawal
- 39 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs
- 40 **Content of proxy notices**
- 40 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - 40 1 1 states the name and address of the member appointing the proxy,
 - 40 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - 40 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - 40 1 4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,
- and a proxy notice which is not delivered in such a manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting
- 40 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 40 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
- 40 4 Unless a proxy notice indicates otherwise, it must be treated as

40 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

40 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

40 5 In calculating the period referred to in article 40 1 4 no account shall be taken of any part of a day that is not a working day

41 Delivery of proxy notices

41 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person

41 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

41 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

41 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

42 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

42 1 1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

42 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

42 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

42 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

42 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- 42 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

43 **Means of communication to be used**

- 43 1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 43 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
- 43 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 seal and execution of deeds**

- 44 1 If the company has a seal then it shall only be used on the authority of the directors or of a committee of directors authorised by the directors
- 44 2 The directors may decide by what means and in what form any common seal is to be used and may determine who shall execute any instrument as a deed whether or not a seal is affixed to it and unless otherwise determined such an instrument shall be signed by at least one director in the presence of a witness who attests the signature

45 **No right to inspect accounts and other records**

- 45 1 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 merely by virtue of being a member

46 **Provision for employees on cessation of business**

- 46 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

47 **Indemnity**

47 1 Subject to article 47 2, but without prejudice to any indemnity to which a relevant officer is entitled, a relevant director of the company or an associated company may be indemnified out of the company's assets against

47 1 1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

47 1 2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

47 1 3 any other liability incurred by that director as an officer of the company or an associated company

47 2 Article 47 1 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 and any such indemnity is limited accordingly

47 3 In this article 47

47 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

47 3 2 a "relevant director" means any director or former director of the company or an associated company, and

47 3 3 a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

48 **Insurance**

48 1 the directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

48 2 in this article 48

48 2 1 a "**relevant officer**" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

48 2 2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

48 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

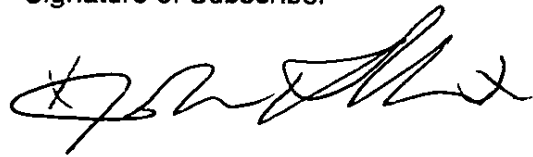
Name and Address of Subscriber

Signature of Subscriber

John Tibbs

29-30 Fitzroy Square

London W1T 6LQ

 JT

Dated X 17/6/2016

WITNESS to the above signature

Signature X  X

Name. X CLAIRE HUCKIE X

Address X 109 WILLINGTON RD, COLE, BEDFORDSHIRE, MK44 3RB

Occupation X OFFICE MANAGER

WITNESS

Name and Address of Subscriber

Signature of Subscriber

Andrew Greed

29-30 Fitzroy Square

London W1T 6LQ

X  X AG

Dated X 02/06/2016

WITNESS to the above signature

Signature X  X

Name X SAMANTHA VAN BEEM

Address X THE THATCH, 3 DOCK LANE, HORNINGSSEA, CB25 9WF

Occupation X DIRECTOR

WITNESS