

**The Companies Acts 2006**

**Special Resolution**

**of**

**Bishops Green (Wells) Management Company Limited**

Company Number: 10522221

At a General Meeting of the Company

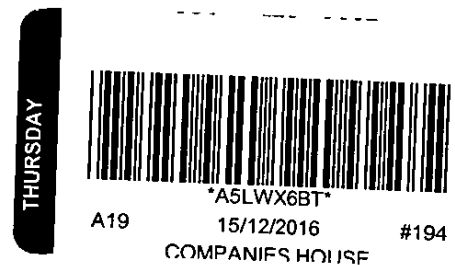
held at 16 Churchill Way, Cardiff, CF10 2DX

on the 13<sup>th</sup> December 2016

the following resolution was passed as a Special Resolution

**THAT** the attached articles be filed by way of amendment and replace any previous articles filed

Dated this 13<sup>th</sup> December 2016



By order of the Board

Secretary

**FIRST CORPORATE  
16 CHURCHILL WAY  
CARDIFF  
CF10 2DX**

**TEL: 029 2022 9080  
FAX: 029 2022 8571**

10522221

**THE COMPANIES ACT 2006**

**A PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**of**

**BISHOPS GREEN (WELLS) MANAGEMENT COMPANY LIMITED**

**(Adopted by special resolution passed on 13<sup>th</sup> December 2016 )**

## **PART 1**

### **INTERPRETATION AND LIMITATION OF LIABILITY**

#### **1 Defined terms**

1 1 The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008) shall not apply to the Company

1 2 In the Articles, unless the context requires otherwise

"the 2006 Act" means the Companies Act 2006,

"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 13,

"Chairman of the meeting" has the meaning given in Article 27,

"Common Parts" means the land which has been allocated for public open space at the development known as Bishops Green, Wookey Hole Road, Wells, Somerset including without limitation to the generality of the foregoing any associated facilities,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), insofar as they apply to the Company,

"Company Secretary" means the Secretary of the Company, if any, appointed in accordance with Article 37 or any other person appointed to perform the duties of the Secretary to the Company, including a joint, assistant or deputy secretary,

"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" shall mean any residential or commercial unit comprised within the property,

"Member" means the person whose name is entered in the register of members as a member,

"Owner" in reference to any of the Dwellings comprised in the Property, means any person or corporation who possesses or is entitled

to acquire the freehold or leasehold interest in any Dwelling, any successor in title to any such person or corporation and personal representatives of any such person,

"Ownership" in relation to a Dwelling shall have a corresponding meaning,

"Participate" in relation to a Directors' meeting, has the meaning given in Article 10,

"Property" shall mean such freehold or leasehold land and buildings known as Bishops Green, Wookey Hole Road, Wells, Somerset, BA5 2NN,

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

"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

- 1 3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the 2006 Act as in force on the date when these Articles become binding on the Company

## **2 Liability of Members**

- 2 1 The liability of each Member is limited to £1 00, 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

2 1 1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

2 1 2 payment of the costs, charges and expenses of winding up, and

2 1 3 adjustment of the rights of the contributories among themselves

## **3 Objects**

- 3 1 The Company's objects ("the Objects") are

3 1 1 To acquire any leasehold or freehold property and in particular the Common Parts and to hold the same as an investment for the benefit of the Members of the Company

3 1 2 To manage and administer the Common Parts and any other land, buildings, and real property either on its own account or as trustee, nominee or agent of any other company or person, to provide services in relation thereto, to collect rents and income, pay the rates, taxes and all other outgoings, keep the Property insured and pay all premiums payable in respect thereof and to employ appropriate staff and managing or other agents

- 3 1 3 To grant or acquire such leases, licences, easements, rights, privileges and profits and to enter into such deeds containing such covenants, provisions and conditions as may be requisite to secure to the Members the full enjoyment of the residential units or commercial units comprised in the Property and to provide for the maintenance of the Common Parts
- 3 1 4 To maintain, decorate, repair, construct, alter and improve the Common Parts and also at the discretion of the Company any other land and to enter into contracts with builders, tenants and others and to finance building operations and to consolidate, connect and subdivide properties and to provide services of every description to the Common Parts and also at the discretion of the Company any other land and to arrange for the supply to the Common Parts of any services which may be required and also at the discretion of the Company any other land
- 3 1 5 To carry on business which may seem capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property

## **PART 2**

### **DIRECTORS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

##### **4 Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

##### **5 Members' reserve power**

5 1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action

5 2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

##### **6 Directors may delegate**

6 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

6 1 1 to such person or committee,

6 1 2 by such means (including by power of attorney),

6 1 3 to such an extent,

6 1 4 in relation to such matters or territories, and

6 1 5 on such terms and conditions, as they think fit

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

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

## **7 Committees**

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

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

## **DECISION-MAKING BY DIRECTORS**

### **8 Directors to take decisions collectively**

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9

### **9 Unanimous decisions**

9 1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter

9 2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in Writing

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

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

### **10 Calling a Directors' meeting**

10 1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice

10 2 Notice of any Directors' meeting must indicate

10 2 1 its proposed date and time,

10 2 2 where it is to take place, and

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

10 3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing

- 10 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **11 Participation in Directors' meetings**

- 11 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when

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

11 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

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

## **12 Quorum for Directors' meetings**

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

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

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

12 3 1 to appoint further Directors, or,

12 3 2 to call a general meeting so as to enable the Members to appoint further Directors.

## **13 Chairing of Directors' meetings**

- 13 1 The Directors may appoint a Director to chair their meetings.

- 13 2 The person so appointed for the time being is known as the Chairman.

- 13 3 The Directors may terminate the Chairman's appointment at any time.

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

## **14 Casting vote**

The Chairman or other Director chairing the meeting shall not, if the numbers of votes for and against a proposal are equal, have a second or casting vote.

## **15 Conflicts of interest**

- 15 1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 15 2 But if paragraph 15 3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes
- 15 3 This paragraph applies when
  - 15 3 1 the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process,
  - 15 3 2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
  - 15 3 3 the Director's conflict of interest arises from a permitted cause
- 15 4 For the purposes of this Article, the following are permitted causes
  - 15 4 1 a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its Subsidiaries,
  - 15 4 2 subscription, or an agreement to subscribe, for shares or other securities of any of the Company's Subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities, and
  - 15 4 3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its Subsidiaries which do not provide special benefits for Directors or former Directors
- 15 5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting
- 15 6 Subject to paragraph 7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive
- 15 7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes



15 8 Where the number of non-conflicted Directors is less than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Companies Acts, the quorum shall be all the disinterested Directors

15 9 When all the Directors of the Company are conflicted, the Company shall pass the conflict to the Company's Members for approval by ordinary resolution

**16 Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in Writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

**17 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**

**18 Methods of appointing Directors**

18 1 Any person who is a Member and who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director

18 1 1 by ordinary resolution, or

18 1 2 by a decision of the Directors

18 2 Except as provided in paragraph 18 4 below of this Article, unless and until otherwise determined by the Company in general meeting, there shall be no maximum number of Directors and the minimum number of Directors shall be three

18 3 Every Director shall be a permanent Director of the Company A Director shall, subject to these Articles and the Company Directors Disqualification Act 1986, be entitled to hold office as long as he shall live unless he shall be removed from office by a resolution of the Company in general meeting or in accordance with 2006 Act

18 4 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

18 5 For the purposes of paragraph 18 4, where two 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

18 6 For the avoidance of doubt, where two or more persons are entered into the register of members as a joint Member (as a consequence of their being joint Owners of a dwelling) then any one only of those persons shall be entitled to be appointed to be a Director

## **19 Termination of Director's appointment**

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

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

19 1 2 a Bankruptcy order is made against that person,

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

19 1 4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,

19 1 5 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,

19 1 6 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated,

19 1 7 that person ceases to be an Owner within the Property and thus ineligible to be a Member of the Company, or

19 1 8 he shall be removed from office in accordance with the provisions of Article 18 3 hereof

## **20 Directors' remuneration**

20 1 Directors may undertake any services for the Company that the Directors decide

20 2 No Director or other officer, other than the auditor, shall receive remuneration in respect of their holding office For the avoidance of doubt, nothing contained in this Article 20 shall prevent the payment to the Directors or other officers of the Company of services rendered to the Company in a professional capacity

## **21 Directors' expenses**

21 1 Notwithstanding Article 20 above, the Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at-

21 1 1 meetings of Directors or committees of Directors,

21 1 2 general meetings, or

21 1 3 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**  
**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**22 Applications for membership**

- 22 1 The subscribers to the Company's memorandum need not be Owners. The subscribers may nominate any person to succeed them as a Member of the Company and any person so nominated shall have the same power to nominate a person to succeed him as if he had been the subscriber.
- 22 2 Save as aforesaid, no person shall become a Member of the Company unless
- 22 2 1 that person is an Owner,
- 22 2 2 that person has completed an application for membership in a form approved by the Directors, and
- 22 2 3 the Directors have approved the application.
- 22 3 A person who, together with another or others, is to be regarded as jointly being the Owner of a Dwelling shall, once admitted, be regarded as jointly being a Member of the Company in respect of that Dwelling (as the case may be).
- 22 4 Applications for membership by persons who are to be regarded as jointly being the Owners of a Dwelling shall state the names and addresses of all others who are jointly interested with them, and the order in which they wish to appear on the register of members in respect of such Dwelling (as the case may be).
- 22 5 The Directors shall, upon being satisfied as to a person's application and entitlement to membership, register such person as a Member of the Company.

**23 Termination of membership**

- 23 1 The subscriber to the Memorandum of Association and any person nominated to be a Member under Article 22 1 above shall, if not himself an Owner, cease to be a Member as soon as the Owners of all the Dwellings comprised in the Property have become Members.
- 23 2 A person's membership terminates when that person dies or ceases to exist or ceases to be an Owner.
- 23 3 An Owner shall cease to be a Member on the registration as a Member of his successor in title to his Dwelling.
- 23 4 An Owner shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any Dwelling.
- 23 5 Membership is not transferable.
-

- 23 6 If a Member shall die or be adjudged Bankrupt, his legal personal representative or representatives or the trustee in his Bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be an Owner

## **ORGANISATION OF GENERAL MEETINGS**

### **24 Meeting to be held annually**

- 24 1 The Company shall in each year hold a general meeting to be known as the Annual General Meeting There shall elapse no more than fifteen months between Annual General Meetings but so long as the first such meeting is held within eighteen months of the date of incorporation of the Company, there shall be no obligation for an Annual General Meeting to be held in the year of its incorporation or in the following year The business to be conducted at an Annual General Meeting shall comprise the following

24 1 1 the consideration of the annual accounts of the Company and service charge account or any other statement of the income and expenditure during the financial period covered by the annual accounts presented to the meeting, and

24 1 2 the service charge budget or other budget of income and expenditure for the twelve months following the date of the annual accounts as presented to the meeting

### **25 Attendance and speaking at general meetings**

- 25 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

- 25 2 A person is able to exercise the right to vote at a general meeting when

25 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

25 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

- 25 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

- 25 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

- 25 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

## **26 Quorum for general meetings**

The quorum for a general meeting shall be determined according to section 318 of the 2006 Act and 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

## **27 Chairing general meetings**

27 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

27 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

27 2 1 the Directors present, or

27 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

27 3 The person chairing a meeting in accordance with this Article is referred to as "the Chairman of the meeting"

## **28 Attendance and speaking by Directors and non-Members**

28 1 Directors may attend and speak at general meetings

28 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

## **29 Adjournment**

29 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 quorum ceases to be present, the Chairman of the meeting must adjourn it

29 2 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if

29 2 1 the meeting consents to an adjournment, or

29 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

29 3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

29 4 When adjourning a general meeting, the Chairman of the meeting must

29 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

- 29 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 29 5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- 29 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 29 5 2 containing the same information which such notice is required to contain
- 29 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

### **VOTING AT GENERAL MEETINGS**

#### **30 Voting: general**

- 30 1 On a vote on a resolution at a general meeting on a show of hands -
- 30 1 1 each Member who, being an individual, is present in person has one vote in respect of each Dwelling that they own,
- 30 1 2 if a Member (whether such Member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote in respect of each Dwelling owned by the Member who appointed them, and
- 30 1 3 if a corporate Member appoints one or more persons to represent it at the meeting, all persons so appointed and in attendance at the meeting have collectively, subject to section 323(4) of the Companies Act 2006, one vote in respect of each Dwelling that the corporate Member owns
- 30 2 On a written resolution of the Members, every Member has one vote for each Dwelling owned by him
- 30 3 A resolution put to the vote of a general meeting must be decided on a show of hands in accordance with article 30 1 above, unless a poll is duly demanded and acted upon in accordance with these Articles and sections 321 and 322 of the 2006 Act
- 30 4 On a resolution at a general meeting on a poll, every Member (whether present in person, by proxy or authorised representative) has one vote in respect of each Dwelling owned by him
- 30 5 Where two or more persons are together a joint Member, then that person whose name first appears in the register of members in respect of the several persons comprising the joint Member shall exercise the voting powers vested in such Member to the exclusion of the other Owners of that Dwelling All such Owners shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Articles

30 6 Where no Owner exists in respect of any Dwelling, those Members who are subscribers to the Memorandum of Association or who became Members as a result of having been nominated under Article 22 1 above or, if there is only one such Member or person nominated under Article 22 1, that Member, shall, either jointly if there is more than one such Member, or alone, if there is only one such Member, have three votes in respect of every Dwelling in addition to their own vote or votes as Members

### **31 Errors and disputes**

31 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

31 2 Any such objection must be referred to the Chairman of the meeting, whose decision is final

### **32 Poll votes**

32 1 A poll on a resolution may be demanded

32 1 1 in advance of the general meeting where it is to be put to the vote, or

32 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

32 2 A poll may be demanded by

32 2 1 the Chairman of the meeting,

32 2 2 the Directors,

32 2 3 two or more persons having the right to vote on the resolution, or

32 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

32 3 A demand for a poll may be withdrawn if

32 3 1 the poll has not yet been taken, and

32 3 2 the Chairman of the meeting consents to the withdrawal

32 4 Polls must be taken immediately, in such manner as the Chairman of the meeting directs and in accordance with article 30 4

### **33 Content of proxy notices**

33 1 Proxies may only validly be appointed by a notice in Writing (a "proxy notice") which

33 1 1 states the name and address of the Member appointing the proxy,

33 1 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,

- 33 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
- 33 1 4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 33 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 33 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
- 33 4 Unless a proxy notice indicates otherwise, it must be treated as
  - 33 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
  - 33 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
- 34 Delivery of proxy notices**
  - 34 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
  - 34 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
  - 34 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
  - 34 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
- 35 Amendments to resolutions**
  - 35 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
    - 35 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 forty-eight hours before the meeting is to take place (or such later time as the Chairman of the meeting may determine), and
    - 35 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution



- 35 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- 35 2 1 the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 35 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 35 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 4**

#### **ADMINISTRATIVE ARRANGEMENTS**

##### **36 Means of communication to be used**

- 36 1 Anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the 2006 Act 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
- 36 2 Every notice convening a general meeting shall comply with the provisions of section 307 and 325 of the 2006 Act as to the length of notice required for the meeting and the giving of information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company
- 36 3 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
- 36 4 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 forty-eight hours

##### **37 Company Secretary**

In accordance with the 2006 Act the Company is not obliged to appoint a Company Secretary. However, the Directors may choose to appoint any person who is willing to act as a Company Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time to remove such person and, if they so decide, to appoint a replacement, in each case by a decision of the Directors

##### **38 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 Member

---

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

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its Subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary

**40 Rules**

40 1 The Directors may from time to time make such rules or bylaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bylaws regulate

40 1 1 the admission and classification of Members of the Company (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members,

40 1 2 the conduct of Members of the Company in relation to one another, and to the Company's servants,

40 1 3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,

40 1 4 the procedure at general meetings and meetings of the Directors and committees of the Directors in so far as such procedure is not regulated by the Articles, and

40 1 5 generally, all such matters as are commonly the subject matter of company rules

40 2 The Company in general meeting shall have the power to alter, add to or repeal the rules or bylaws and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of the Company all such rules or bylaws, which shall be binding on all Members of the Company Provided that no rule or bylaw shall be inconsistent with, or shall affect or repeal anything contained in, these Articles of Association

**41 Profits not to be distributed**

41 1 The income and Property of the Company shall be applied solely towards the promotion of the Company's objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Company, and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company Provided that nothing in this Document shall prevent any payment in good faith by the Company

41 1 1 of the usual professional charges for business done by any Director or Member of the Company who is a solicitor, accountant or other person engaged in a profession when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Directors benefit under this provision and that a Director

---

shall withdraw from any meeting at which his or her appointment or remuneration is under discussion,

41 1 2 of reasonable remuneration to any person holding office as an event or fund raising organiser or manager for work undertaken whilst holding that office, notwithstanding that he/she is a Director or Member of the Company Provided that any Director withdraws from any meeting whilst his/her remuneration is being discussed,

41 1 3 of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a Director,

41 1 4 of interest on money lent by any Member of the Company or Director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the Directors,

41 1 5 of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a Member holding not more than 1/100th part of the issued capital of that company,

41 1 6 of reasonable and proper rent for premises demised or let by any Member of the Company or a Director,

41 1 7 to any Director of reasonable out-of-pocket expenses Provided that no payment to a Member or Director shall be effective unless passed at a quorate meeting of the Directors

## **42 Dissolution**

If, upon the winding-up of the Company for any reason, there remains after the satisfaction of all the Company's debts and liabilities, surplus assets, those assets may be distributed to the Members appearing in the register at the date on which the Company went into liquidation, in the same proportion as the service charge contribution for which each Owner is liable to the Company or by any other mechanism agreed by the board for the apportionment amongst the Owners of the dwellings of the costs and expenses of the Company

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **43 Indemnity**

43 1 Subject to paragraph 43 2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against

43 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,

43 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 2006 Act),

43 1 3 any other liability incurred by that Director as an officer of the Company or an associated company

43 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

43 3 In this Article

43 3 1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and

43 3 2 a "relevant Director" means any Director or former Director of the Company or an associated company

#### **44 Insurance**

44 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

44 2 In this Article

44 2 1 a "relevant Director" means any Director or former Director of the Company or an associated company,

44 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

44 2 3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate