

FILE COPY



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

Company Number **10752976**

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

**OCTAVIA GARDENS (GAZELEY) MANAGEMENT COMPANY
LIMITED**

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

Given at Companies House, Cardiff, on **3rd May 2017**



* N10752976O *



Companies House



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



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **03/05/2017**

X65OMPXV

Company Name in full: **OCTAVIA GARDENS (GAZELEY) MANAGEMENT COMPANY LIMITED**

Company Type: **Private company limited by guarantee**

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

Proposed Registered Office Address: **24-26 MUSEUM STREET
IPSWICH
SUFFOLK
UNITED KINGDOM IP1 1HZ**

Sic Codes: **98000**

I wish to partially adopt the following model articles:>

Private (Ltd by Guarantee)

Proposed Officers

Company Secretary 1

Type: **Corporate**
Name: **BIRKETTS SECRETARIES LIMITED**
Principal / Business Address: **24-26 MUSEUM STREET
IPSWICH
SUFFOLK
ENGLAND IP1 1HZ**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**
Registration Number: **02458516**

The subscribers confirm that the corporate body named has consented to act as a secretary.

Company Director 1

Type: **Person**

Full Forename(s): **MR ROBERT EDWARD**

Surname: **WHITING**

Service Address: **MELTON PARK HOUSE MELTON
WOODBIDGE
SUFFOLK
UNITED KINGDOM IP12 1TJ**

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

Date of Birth: ****/12/1952** *Nationality:* **BRITISH**

Occupation: **COMPANY
ACCOUNTANT**

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

Company Director 2

Type: **Corporate**

Name: **HOPKINS & MOORE (DEVELOPMENTS) LIMITED**

Principal / Business Address: **MELTON PARK HOUSE MELTON
WOODBIDGE
SUFFOLK
UNITED KINGDOM IP12 1TJ**

European Economic Area (EEA) Company

Register Location: **UNITED KINGDOM**

Registration Number: **02162164**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **HOPKINS & MOORE (DEVELOPMENTS) LIMITED**

Service Address: **MELTON PARK HOUSE MELTON
WOODBIDGE
SUFFOLK
UNITED KINGDOM
IP12 1TJ**

Legal Form: **LIMITED BY SHARES S.60**

Governing Law: **UNITED KINGDOM (ENGLAND AND WALES)**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND AND WALES**

Registration Number: **02162164**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **HOPKINS & MOORE (DEVELOPMENTS) LIMITED**

Address **MELTON PARK HOUSE MELTON
WOODBIDGE
SUFFOLK
UNITED KINGDOM
IP12 1TJ**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

OCTAVIA GARDENS (GAZELEY) MANAGEMENT COMPANY LIMITED

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

Name of each subscriber

Authentication by each subscriber

HOPKINS & MOORE (DEVELOPMENTS) LIMITED

Dated: 3 May 2017

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
NEW ARTICLES OF ASSOCIATION
OF
OCTAVIA GARDENS (GAZELEY) MANAGEMENT COMPANY LIMITED

1. PRELIMINARY

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended (the “Model Articles”) shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2. INTERPRETATION

2.1 In these Articles and in the Model Articles the following expressions have the following meanings unless inconsistent with the context:

“the Act”	the Companies Act 2006 as in force on the date when these articles become binding upon the Company;
“these Articles”	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;
“clear days”	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“the directors”	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company;
“estate”	the land, buildings and premises situated at and

known as Octavia Gardens, Gazeley (registered at HM Land Registry number SK374795) and shall also include:

- (i) the estate road and sewers beneath;
 - (ii) the open space area;
 - (iii) the private foul pump station located within the open space and rising main; and
 - (iv) the surface water pipes located within the estate road and that part that runs through plots 10 to 13 together with the headwall,
- for the time being also owned and/or managed by the Company;

“executed”	includes any mode of execution;
“the Founding Member”	Hopkins & Moore (Developments) Limited (company number 02162164) whose registered office is at Melton Park House, Melton, Woodbridge, Suffolk IP12 1TJ;
“office”	the registered office of the Company;
“qualified person”	a person who is the owner of a relevant interest other than the Company and where there is more than one such person then such persons jointly;
“relevant interest”	a freehold interest in property on the estate;
“seal”	the common seal of the Company (if any);
“secretary”	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
“the United Kingdom”	Great Britain and Northern Ireland.

2.2 Unless the context otherwise requires, words or expressions contained in these Articles and in the Model Articles shall bear the same meaning as in the Act but

excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of the Model Articles shall not apply to the Company.

- 2.3 The definition of “subsidiary” in the Model Articles shall be amended by the addition of the following words “and a company shall be treated, for the purpose only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

3. MEMBERS

- 3.1 The members of the Company shall be the Founding Member as subscriber to the Memorandum of Association together with such other persons as are admitted to membership in accordance with these Articles. Save as aforesaid, no person shall be admitted as a member of the Company unless he is a qualified person. All qualified persons shall be admitted to membership of the Company subject to their compliance with the following provisions of this Article. Every qualified person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors shall require signed by him and the Company shall be entitled to treat the execution of a conveyance or transfer by the Purchaser of a relevant interest as an application for membership. Every qualified person who wishes to become a member shall at the same time as delivering or being deemed to deliver an application for membership, deliver to the directors a completed and signed notice of willingness (or any replacement form) from that qualified person consenting to be appointed and act as a director of the Company. The Company may require the execution of such further documents by a member as it may reasonably request in connection with the guarantee given by the member pursuant to the Memorandum of Association of the Company.
- 3.2 A member shall automatically cease to be a member of the Company after ceasing to be a qualified person provided that the number of members remaining is not less than two. Where a person or persons are precluded from ceasing to be a member or members of the Company by reason of the foregoing, upon an additional member or members subsequently increasing the number of members of the Company (other than persons who have ceased to be qualified persons) above two, those members who have ceased to be qualified persons shall immediately cease to be members of the Company. A subscriber may at any time withdraw from the Company by giving at least seven clear days' notice to the Company provided that the number of members remaining following such resignation shall not be less than one. Membership shall not be transferable and shall cease on death. Regulation 22 of the Model Articles shall not apply.

- 3.3 The Founding Member shall automatically cease to be a member on the earlier of:
- 3.3.1 service by it on the Company of a notice that it retires; and
 - 3.3.2 36 months following the date of completion of the sale by it of the last property on the estate.
- 3.4 Any trustee in bankruptcy of a bankrupt member or personal representative of a deceased member shall be entitled to become a member if at the time of the application of such trustee or personal representative such deceased or bankrupt Member is or was a qualified person.
- 3.5 In the event of one or more persons jointly holding the same relevant interest at one time and each prima facie being entitled to be a qualified person they shall each comply with all requests as to signature or execution of documents in accordance with the foregoing provisions of this Article 3 but together they shall constitute one member and the person whose name first appears in the register of members of the Company shall exercise the voting rights vested in such member which voting rights shall pass seriatim to the next named person in the register of members of the Company in the event of the death or bankruptcy of such prior named member.

4. GENERAL MEETINGS

The directors may call general meetings and shall proceed to convene a general meeting on the requisition of members pursuant to the provisions of the Act.

5. NOTICE OF GENERAL MEETINGS

- 5.1 All general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed in accordance with section 307(4) of the Act. The notice shall specify the time and place of the meeting and, only in the case of special business, the general nature of the business to be transacted.
- 5.2 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of the Act as to giving 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 auditors, if any, for the time being of the Company.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next

week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 27 of the Model Articles shall not apply to the Company.

7. VOTES OF MEMBERS

7.1 On a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a body corporate) is present by representative or by proxy (not being himself a member entitled to vote) shall have one vote. On a poll every member other than the Founding Member present in person or by proxy or by duly authorised representative (as the case may be) shall have one vote.

7.2 On a poll the Founding Member shall be entitled to four votes for every other vote by a non Founding Member.

7.3 Any proxy shall be entitled to cast the votes to which he is entitled in different ways.

8. ALTERNATE DIRECTORS

8.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

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

8.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 8.1 to be a director and shall

alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

9. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 9.1 The number of directors may be determined by the members and until so determined shall be no less than one.
- 9.2 The directors may from time to time and at any time appoint a member to be a director.
- 9.3 Every qualified person who becomes a member shall, unless exempted by the directors, be appointed as a director pursuant to Article 3.1.
- 9.4 The Founding Member, whilst a member, may appoint any person to be a director and may remove any person so appointed in each case by notice in writing.
- 9.5 The maximum number of directors in office at any time who have been appointed by the Founding Member shall be two.

10. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated if:

- 10.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
- 10.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 10.3 he is, or may be, suffering from mental disorder and either:
 - 10.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - 10.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 10.4 he resigns his office by notice to the Company; or

- 10.5 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; or
- 10.6 not being a director appointed by the Founding Member, he ceases to be a member.

Regulation 18 of the Model Articles shall not apply to the Company.

11. PROCEEDINGS OF THE DIRECTORS

- 11.1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:

- 11.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 11.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 11.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 11.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 11.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 11.1.1 to 11.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

- 11.2 For the purposes of Article 11.1:

- 11.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any

transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

11.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

11.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when the Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

11.3 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

11.4 Regulation 9 of the Model Articles shall be amended by adding the following sentence at the end of sub-clause (3):

"Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service."

11.5 The Founding Member, for as long as they remain a member of the Company, shall be the Chairman of any meeting of the directors and in the case of equality of votes, shall have the casting vote.

12. **DIRECTORS' CONFLICTS OF INTEREST**

12.1 The directors may, in accordance with the requirements set out in this article, 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 Act to avoid conflicts of interest (**Conflict**).

- 12.2 Any authorisation under this article will be effective only if:
- 12.2.1 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 these Articles or in such other manner as the directors may determine;
 - 12.2.2 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
 - 12.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

12.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- 12.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- 12.3.3 be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

12.4 In authorising a Conflict 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 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:

- 12.4.1 disclose such information to the directors or to any director or other officer or employee of the company; or
- 12.4.2 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.

12.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- 12.5.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

- 12.5.2 is not given any documents or other information relating to the Conflict; and
 - 12.5.3 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.
- 12.6 Where the directors authorise a Conflict:
 - 12.6.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
 - 12.6.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 12.7 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 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 shall be liable to be avoided on such grounds.

13. RECORDS OF DECISIONS TO BE KEPT

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

14. THE SEAL

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by an authorised person in the presence of a witness who attests the signature.

15. MEANS OF COMMUNICATION TO BE USED

- 15.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

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

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

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

16. INDEMNITY

- 16.1 Subject to the Act but without prejudice to any indemnity to which a director may otherwise be entitled, each director (including an alternate director) or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief from liability is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 38 of the Model Articles shall not apply.

- 16.2 Notwithstanding Regulation 39 of the Model Articles, the directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), or other relevant officer of such company in respect of such liability, loss or expenditure as is referred to in Regulation 39.

Name of each subscriber

Authentication by each subscriber

HOPKINS & MOORE (DEVELOPMENTS) LIMITED

Dated: 3 May 2017