

FILE COPY



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

Company Number **11709477**

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

CONINGSBY PLACE 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 **4th December 2018**



* N11709477N *



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: **03/12/2018**

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Company Name in full: **CONINGSBY PLACE MANAGEMENT COMPANY LIMITED**

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

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

Proposed Registered Office Address: **RMG HOUSE ESSEX ROAD
HODDESDON
ENGLAND EN11 0DR**

Sic Codes: **98000**

Proposed Officers

Company Secretary 1

Type: Corporate

Name: HERTFORD COMPANY SECRETARIES LIMITED

Principal / Business Address: RMG HOUSE ESSEX ROAD
HODDESDON
ENGLAND EN11 0DR

European Economic Area (EEA) Company

Register Location: ENGLAND AND WALES

Registration Number: 03067765

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

Company Director 1

Type: **Person**
Full Forename(s): **CLARE**
Surname: **CORBETT**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/06/1961** **Nationality:** **BRITISH**
Occupation: **OPERATIONS
DIRECTOR**

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

Company Director 2

Type: **Person**
Full Forename(s): **RICHARD FORSTER**
Surname: **PRICE**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/11/1956** **Nationality:** **BRITISH**
Occupation: **COMPLIANCE
DIRECTOR**

The subscribers confirm that the person 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: ZERO C HOLDINGS LIMITED

Service Address: 80 CHEAPSIDE
LONDON
ENGLAND
EC2V 6EE

Legal Form: PRIVATE COMPANY LIMITED BY SHARES

Governing Law: COMPANIES ACT 2006

Register Location: ENGLAND AND WALES

Country/State: ENGLAND

Registration Number: 06540829

<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: **ZERO C HOLDINGS LIMITED**

Address **80 CHEAPSIDE
LONDON
ENGLAND
EC2V 6EE**

Amount Guaranteed **1**

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

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

Agent's Address: **COLLINGHAM HOUSE 6-12 GLADSTONE ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 1QT**

Authorisation

Authoriser Designation: **agent**

Authenticated **YES**

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

Agent's Address: **COLLINGHAM HOUSE 6-12 GLADSTONE ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 1QT**

THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
CONINGSBY PLACE 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 subscriber:

Zero C Holdings Limited (CRN 06540829)

Dated: 29 November 2018

THE COMPANIES ACT 2006

ARTICLES FOR PRIVATE COMPANIES LIMITED BY GUARANTEE

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PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined terms

1.1. In the articles, unless the context requires otherwise—

“**Act**” means 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 28;

“**clear days**” has the meaning given in section 360 of the Companies Act 2006;

“**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;

“**Company Secretary**” means 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;

“**Developer**” means Zero C Holdings Limited (CRN 06540829) whose registered office is at 80 Cheapside, London, EC2V 6EE;

“**Developer’s Director**” means a director of the Company who has been appointed by the Developer under article 18.1;

“**Director**” means a director of the Company, and includes any person occupying the position of director, by whatever name called, and “**Directors**” shall be construed accordingly;

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form;

“**Dwelling**” means a flat being part of or formerly part of the Managed Property;

“**Dwellingholder**” means either:

- a. in relation to the Dwellings entirely owned by a social landlord the social landlord (from time to time) registered as the freehold owner;
- b. in relation to the owners of the freehold of a Dwelling the registered owner;
- c. in relation to the owners of the leasehold of a Dwelling the registered owner; or
- d. in relation to the freehold or leasehold of a Dwelling with shared ownership the person who owns 75% or more of the equity.

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“executed” includes any mode of execution;

“Handover Date” means the date within six months of:

- a) the date on which the Dwellingholders for all Dwellings have become members of the Company, and
- b) the Managed Property having been transferred into the ownership of the Company.

“Managed Property” means the land, property and buildings known as Block D, 2.22 Poundbury, Dorchester and to be known as Flats 1-10 Coningsby House, 1 Coningsby Place, Poundbury, Dorset DT1 3EY (other than parts of the Managed Property which are or are to be separately demised as Dwellings) including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities;

“Member” has the meaning given in section 112 of the Companies Act 2006;

“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 11;

“proxy notice” has the meaning given in article 35;

“Special Resolution” has the meaning given in section 283 of the Companies Act 2006;

“Subscriber” means the person listed as the initial subscriber on incorporation in the Company’s memorandum of association;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; 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.

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

2. Liability of Members

- 2.1. 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—
 - 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 of the Company

The objects for which the Company is established are:

- 3.1. to acquire, hold, manage and administer the Managed Property either on its own account or as trustee, nominee or agent of any other company or person;

- 3.2. to acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.3. to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part of it;
- 3.4. to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the Managed Property including setting aside such sums as a reserve or sinking fund as the Directors consider desirable to meet any future costs to be incurred by the Company in replacing maintaining and renewing any items that the Company has covenanted to replace maintain or renew under the terms upon which the Members hold the Dwellings and in so doing:
 - 3.4.1. any reserve or sinking fund shall be established and maintained on normal commercial principles and in accordance with the principles of good estate management and held on a designated trust account by an agent appointed by the Directors (who may for the avoidance of doubt be the managing agent) or nominated by a Member at a general meeting requisitioned under Section 303 of the Act or as placed on the agenda of an annual general meeting under Section 314 of the Act and approved by a vote of over 50% (not counting proxy votes) of Dwellingholders who are Members. The requisition under either section must give full details of the agents so nominated;
 - 3.4.2. any reserve or sinking fund shall be held by the Company to apply it and any interest accruing upon it for the purposes for which it was collected and subject thereto upon trust for a period equal to the perpetuity period applicable for the persons who at the expiry of the perpetuity period are contributing to it in shall equal to the proportions in which they contribute to it; and
 - 3.4.3. nothing in these Articles shall affect or vary any obligation on a Member to contribute to such reserve or sinking fund under the terms of his holding of a Dwelling, except that any Member who so contributes under the terms of his holding of a Dwelling shall not be liable to contribute in respect of the same amount under these Articles and vice versa.
- 3.5. to encourage social integration and activities between all Dwellingholders;
- 3.6. to generate community policing such as neighbourhood watch;
- 3.7. to develop the use of sustainable initiatives such as re-cycling, composting, energy reduction and glass collection; and
- 3.8. to encourage the use and maintenance of local areas of active and passive open space.

PART 2
DIRECTORS
DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

- 4.1. 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. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article 4 shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 4.2. Without prejudice to the generality of this article 4, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and securities as security for any debt, liability or obligation of the Company or of any third party.
- 4.3. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.

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;
 - 6.1.6. 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 save that if:

- 8.1. the Company only has one Director, and
- 8.2. no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

9. Unanimous decisions

- 9.1. A decision of the Directors is taken in accordance with this article 9 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 9 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 9 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.
 - 10.1.1. Notice of any Directors' meeting must indicate—
 - 10.1.2. its proposed date and time;
 - 10.1.3. where it is to take place; and
 - 10.1.4. 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.
- 10.2. Notice of a Directors' meeting must be given to each Director, but need not be in writing.

- 10.3. 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.

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. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.

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 present 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

- 14.1. If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 14.2. But this does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

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 article 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 article 15.3 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.

except that a Director may not vote on any matter of dispute between himself and the Company relating to his Dwelling except with the approval of a Special Resolution of the Company.

15.4. For the purposes of this article 15, 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 securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such 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 15, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

15.6. Subject to article 15.7, 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.

16. Records of decisions to be kept

The Directors shall ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

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. The Developer shall appoint one or two representatives to be a Developer's Director and may remove any Developer's Director and appoint another person in his place.
- 18.2. Subject to article 18.1, any person who is willing to act as a Director, is a Dwellingholder, and is permitted by law to do so, may be appointed to be a Director—
 - 18.2.1. by Ordinary Resolution; or
 - 18.2.2. by a decision of the Directors; or
 - 18.2.3. if there are no Directors of the Company the Subscriber may appoint themselves as Director to keep the Company running.
- 18.3. In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Director.
- 18.4. For the purposes of article 18.3, 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.
- 18.5. Subject to article 18.1, no person shall be appointed or reappointed a Director at any general meeting unless:
 - 18.5.1. he is recommended by three Dwellingholders each being a Dwellingholder in respect of a separate Dwelling and all being separate persons; or
 - 18.5.2. not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed or reappointed.
- 18.6. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors.

- 18.7. Unless otherwise determined by Ordinary Resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum. If and for so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles.
- 18.8. Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit.
- 18.9. There may be no appointment of an individual as a Director where the proposed Director is in breach of any covenants on his Dwelling and this includes owing more than £100 to the Company for more than twenty-one days.

19. Alternate Directors

- 19.1. Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
- 19.2. An 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, 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 as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
- 19.3. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 19.4. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 19.5. An alternate Director shall be deemed for all purposes 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.

20. Termination of Director's appointment

A person ceases to be a Director as soon as—

- 20.1. 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;
- 20.2. a bankruptcy order is made against that person;

- 20.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 20.4. he owes any sum in excess of £100 for twenty-one days or more to the Company; or
- 20.5. 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;
- 20.6. 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;
- 20.7. 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;
- 20.8. 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;
- 20.9. he ceases to be ordinarily resident (in fact or lawfully) in the UK; or
- 20.10. (except in the case of a Developer's Director) he ceases to own a Dwelling.

21. Directors' remuneration

- 21.1. Directors may undertake any services for the Company that the Directors decide.
- 21.2. Directors who are nominees of the managing agent and entitled to remuneration as defined by their contractual terms—
 - 21.2.1. for their services to the Company as Directors; and
 - 21.2.2. for any other service which they undertake for the Company.
- 21.3. Save as in article 21.2 above, Directors may not be paid for services as a Director unless agreed in a general meeting and the general meeting shall agree the remuneration.
- 21.4. Subject to the Articles, a Director's remuneration may—
 - 21.4.1. take any form, and
 - 21.4.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit to or in respect of that Director.
- 21.5. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 21.6. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees

of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22. Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at—

- 22.1. meetings of Directors or committees of Directors;
- 22.2. general meetings;
- 22.3. separate meetings of the holders of debentures of the Company; or
- 22.4. 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

23. Applications for membership

- 23.1. No person other than the following may be a Member of the Company:-
 - 23.1.1. the Subscriber;
 - 23.1.2. the nominee of the Subscriber;
 - 23.1.3. the Developer;
 - 23.1.4. a nominee of the Developer; or
 - 23.1.5. a Dwellingholder.
- 23.2. A Dwellingholder is deemed to have agreed to become a Member of the Company on completion of the transfer of a Dwelling to him and shall be entered as such in the Company's register of Members.
- 23.3. Where two or more persons jointly are a Dwellingholder they shall together constitute one Member and the person whose name first appears on the register of Members shall (unless the persons notify the Directors in writing at or before a general meeting of the Company otherwise) exercise the voting and other powers vested in such Member, save that both or all such persons shall be entitled to speak at a general meeting. Any such notice shall remain in force until another such notice is served.
- 23.4. Where a person is a Dwellingholder holder in relation to more than one Dwelling he shall (where the context so admits) be treated as several Members, one in respect of each such Dwelling and shall have that number of votes.
- 23.5. The Members shall from time to time, and whenever called upon by the Company so to do, contribute equally, or in such proportions as the Directors may determine, to all expenses and losses which the Company shall properly incur on their behalf, and in respect of which they are not otherwise bound to contribute in their capacity as Members.
- 23.6. Until the Handover Date the Developer shall be entitled to be a Member of the Company (whether or not it owns a Dwelling) and the Developer shall,

notwithstanding anything herein and whilst it is a Member, have the power to appoint and dismiss the Directors.

- 23.7. Membership certificates shall not be issued to Members of the Company. Registration of a Member's details in the Company books shall be evidence of membership.

24. Termination of membership

- 24.1. A Member may not withdraw from membership of the Company as long as they are a Dwellingholder.
- 24.2. Membership is transferable to an owner of a new Dwelling or purchaser of a Dwelling.
- 24.3. A person's membership terminates when that person dies or (except in the case of the Developer or the Developer's nominee) upon the Member ceasing to be a Dwellingholder.

ORGANISATION OF GENERAL MEETINGS

25. General meetings

- 25.1. All general meetings other than annual general meetings shall be called general meetings.
- 25.2. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting any Director or any Member of the Company may call a general meeting.

26. Attendance and speaking at general meetings

- 26.1. 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.
- 26.2. A person is able to exercise the right to vote at a general meeting when—
- 26.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 26.2.2. 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.
- 26.3. 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.
- 26.4. 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.
- 26.5. 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.

27. Quorum for general meetings

- 27.1. 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.
- 27.2. Save in the case of a Company with a single Member, three Members (or the duly authorised representative of a corporation) present by person or by proxy and entitled to vote upon the business to be transacted, shall be a quorum.
- 27.3. For the purpose of article 27.2, a proxy shall count as one Member notwithstanding he may hold more than one proxy and notwithstanding he himself may also be a Member.

28. Chairing general meetings

- 28.1. The appointed representative shall chair the meetings or alternatively, if the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 28.2. 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—
 - 28.2.1. the Directors present; or
 - 28.2.2. (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.
- 28.3. The person chairing a meeting in accordance with this article 28 is referred to as “the Chairman of the meeting”.

29. Attendance and speaking by Directors and non-Members

- 29.1. Directors may attend and speak at general meetings, whether or not they are Members.
- 29.2. The Chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

30. Adjournment

- 30.1. 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.
- 30.2. The Chairman of the meeting may adjourn a general meeting at which a quorum is present if—
 - 30.2.1. the meeting consents to an adjournment, or
 - 30.2.2. 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.
- 30.3. The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 30.4. When adjourning a general meeting, the Chairman of the meeting must—

- 30.4.1. 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
 - 30.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 30.5. 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)—
 - 30.5.1. to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 30.5.2. containing the same information which such notice is required to contain.
- 30.6. 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

31. Voting: general

- 31.1. 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. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote for every Dwelling of which he is a Dwellingholder.
- 31.2. Notwithstanding article 31.1 and for as long as the Developer (or any other person, not being a Dwellingholder, nominated as a Member under article 23.1) remains a Member of the Company, the Developer (or said other person) shall have on a resolution in general meeting that number of votes which is equal to three times the aggregate number of votes held by all the other Members.

32. Written resolutions of Members

- 32.1. Subject to article 32.2, a written resolution of Members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- 32.2. The following may not be passed as a written resolution and may only be passed at a general meeting –
 - 32.2.1. a resolution under section 168 of the Companies Act 2006 for the removal of a Director before the expiration of his period of office; and
 - 32.2.2. a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.
- 32.3. Subject to articles 32.4 and 32.5, on a written resolution every Member has one vote in respect of each unit in which that Member has a freehold or leasehold interest.
- 32.4. No Member may vote on a written resolution unless all moneys currently due and payable by that Member to the Company have been paid.

- 32.5. Notwithstanding article 32.1 and for as long as the Developer (or any other person, not being a Dwellingholder, nominated as a Member under article 23.1) remains a Member of the Company, the Developer (or said other person) shall have on a written resolution that number of votes which is equal to three times the aggregate number of votes held by all the other Members.

33. Errors and disputes

- 33.1. 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.
- 33.2. Any such objection must be referred to the Chairman of the meeting whose decision is final.
- 33.3. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy.

34. Poll votes

- 34.1. A poll on a resolution may be demanded—
- 34.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 34.1.2. 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.
- 34.2. A poll may be demanded by—
- 34.2.1. the Chairman of the meeting;
 - 34.2.2. the Directors;
 - 34.2.3. two or more persons having the right to vote on the resolution; or
 - 34.2.4. 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.
- 34.3. A demand for a poll may be withdrawn if—
- 34.3.1. the poll has not yet been taken; and
 - 34.3.2. the Chairman of the meeting consents to the withdrawal and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 34.4. Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

35. Content of Proxy Notices

- 35.1. Proxies may only validly be appointed by a notice in writing (a “Proxy Notice”) which—
- 35.1.1. states the name and address of the Member appointing the proxy;
 - 35.1.2. identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;

- 35.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 35.1.4. 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.
- 35.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 35.3. 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.
- 35.4. Unless a Proxy Notice indicates otherwise, it must be treated as—
 - 35.4.1. 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
 - 35.4.2. 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.

36. Delivery of Proxy Notices

- 36.1. 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.
- 36.2. 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.
- 36.3. 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.
- 36.4. 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.

37. Amendments to resolutions

- 37.1. An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if—
 - 37.1.1. 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
 - 37.1.2. the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 37.2. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if—
 - 37.2.1. the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

- 37.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 37.3. 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

38. Company Secretary

Subject to the provisions of the Act, the Company Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Company Secretary so appointed may be removed by them.

39. Minutes

The Directors shall cause minutes to be made in books kept for the purpose –

- 39.1. of all appointments of officers made by the Directors; and
- 39.2. of all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

40. Means of communication to be used

- 40.1. 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.
- 40.2. 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.
- 40.3. 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.

41. Company seals

- 41.1. Any common seal may only be used by the authority of the Directors or of a committee of Directors authorised by the Directors.
- 41.2. The Directors may decide by what means and in what form any common seal is to be used.
- 41.3. Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 41.4. For the purposes of this article 41, an authorised person is—

- 41.4.1. any Director of the Company;
- 41.4.2. the Company Secretary (if any); or
- 41.4.3. any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

42. 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.

DIRECTORS' INDEMNITY AND INSURANCE

43. Indemnity

- 43.1. Subject to article 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 Companies Act 2006); and
 - 43.1.3. any other liability incurred by that Director as an officer of the Company or an associated company.
- 43.2. This article 43 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—
 - 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—
 - 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.

45. Expenses

The Directors may establish and maintain capital reserves, management funds and any form of sinking fund by way of service charge in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects, may require the Members to contribute towards such reserves or funds at such time, in such amounts and in such manner as the Members shall approve by Ordinary Resolution passed in general meeting and may invest and deal in and with such monies not immediately required in such manner as they shall from time to time determine.

46. Town and Country Planning Act 1990 Section 106

- 46.1. The Company shall at all times comply with the terms of any agreement that may be in force under Section 106 of the Town and Country Planning Act 1990 from time to time so far as it relates to the Managed Property.
- 46.2. In particular the Company shall ensure that any objectives and tasks set out in such agreements are fulfilled and complied with.

47. Managing agents and bankers

The managing agents and bankers for the time being shall be as appointed by the Directors or as nominated by a Member at a general meeting requisitioned under Section 303 of the Act or as placed on the agenda of an annual general meeting under Section 314 of the Act and approved by an Ordinary Resolution of Dwellingholders who are Members. The requisition under either section must give full details of the agents or bankers so nominated.