

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 13061048

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

BELLS MEADOW 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 December 2020



* N13061048A *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



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Company Name in full: **BELLS MEADOW MANAGEMENT COMPANY LIMITED**

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

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

Proposed Registered Office Address: **3 NORTH HILL
COLCHESTER
ESSEX
ENGLAND CO1 1DZ**

Sic Codes: **68320**

Company Director ***1***

Occupation: SALES
MANAGER

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

Company Director **2**

Type: **Person**

Full Forename(s): MR ROSS ANDREW

Surname: **BAIN**

Service Address: ESTUARY HOUSE WHITEHALL ROAD
COLCHESTER
ESSEX
ENGLAND CO2 8HA

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/09/1962** *Nationality:* **BRITISH**

Occupation: COMPANY 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: **RUSDEN LIMITED**

Service Address: **3 NORTH HILL**
 COLCHESTER
 ESSEX
 ENGLAND
 CO1 1DZ

Legal Form: **COMPANY LIMITED BY SHARES**

Governing Law: **COMPANIES ACT 2006**

Register Location: **REGISTER OF COMPANIES**

Country/State: **ENGLAND**

Registration Number: **02189484**

<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: **RUSDEN LIMITED**

Address **3 NORTH HILL
COLCHESTER
ESSEX
ENGLAND
CO1 1DZ**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Name: **RUSDEN LIMITED**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of BELLS MEADOW 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

Rusden Limited
Date: 02/12/2020

Digitally Signed

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
BELLS MEADOW MANAGEMENT COMPANY LIMITED

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

A Director: means a director appointed to the board of directors by, or on behalf of, the A Member or the A Member's nominee;

A Member: means, for so long as it is a Member, Rusden Limited (CRN 02189484);

Appointor: has the meaning given in article 14(1);

Articles: means the Company's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Company: means Bells Meadow Management Company Limited incorporated and registered in England and Wales whose registered office is at 3 North Hill, Colchester, Essex, CO1 1DZ;

Dwellings: means the individual freehold plots comprised in and forming part of the Estate and the expression "Dwelling" shall be construed accordingly;

Estate: means the land now or formerly in place in the titles numbered SK397658 and SK398504, known as "Bells Meadow";

Member: means a member of the Company;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (S/2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles; and

Owner: with reference to any Dwelling, means the person entitled to the freehold interest in that Dwelling and the expression "Owners" shall be construed accordingly.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 8, 9(1), 11(2), 11(3), 13, 14, 21, 22(1), 22(2), 22(3), 30(2), 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
 - (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

2. OBJECT

- 2.1 The objects for which the Company is established is to:
 - (a) undertake the management, administration and maintenance of roads, verges, footpaths, amenity land, and visitor parking spaces now or hereafter constructed including drainage, lighting and landscaping and to grant rights of way over the roads, verges and footpaths located at the Estate;

- (b) to manage any land, buildings or other property and to collect rents and income and to supply to lessees, residents, tenants, occupiers and others heating, lighting, cleaning, gas, water and electricity and other services, conveniences, lifts, garages and other advantages and amenities and to maintain the same and in connection therewith to engage and employ gardeners, companies and persons; and
- (c) to carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in articles (a) and (b) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

2.2 And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this article 2 shall be regarded as specifying separate and independent objects and accordingly shall not be in anyway limited by reference to or inference from any other article or the name of the Company and the provisions of each such article shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

2.3 The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members but so that nothing herein contained shall prevent the payment in good faith of remuneration to any director, officer or servant of the Company or to any Member in return for services rendered to the Company.

3. POWERS

In pursuance of the objects set out in article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks,

bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.

4. NOT FOR DISTRIBUTION

4.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or

- (d) reasonable out-of-pocket expenses properly incurred by any director.

5. GUARANTEE

- 5.1 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:
- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
 - (b) payment of the costs, charges and expenses of the winding up; and
 - (c) adjustment of the rights of the contributories among themselves.
- 5.2 The Members shall pay to the Company a fair proportion (determined by the Company acting reasonably) of all costs reasonably and properly incurred by the Company for the upkeep and maintenance of the Estate.

DIRECTORS

6. A MEMBER AND A DIRECTORS

- 6.1 For so long as Rusden Limited (CRN 02189484), or its nominee, is a Member, it shall be the A Member.
- 6.2 For so long as there is an A Member, the A Member shall have the right to appoint the A Director to the board of directors at any time.
- 6.3 For so long as there is an A Member, the A Member may nominate a director to be the A Director, and remove the A Director whom it nominated by giving notice to the Company. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, that date.
- 6.4 When the A Member transfers its membership to an Owner, the A Membership will cease and the transferee shall be a Member and such membership will rank parri passu in all respects to the other Members.

7. DECISIONS

- 7.1 For so long as there is an A Director, no resolution shall be passed in a directors' meeting or by a written resolution of the directors without the consent of the A Director.
- 7.2 For so long as there is an A Director, in the case of a resolution of the board of directors, the A Director shall be entitled to cast such number of votes as is necessary to pass the resolution.
- 7.3 For so long as there is not an A Director, the general rule about decision-making by a director is that any decision of the directors must be a majority decision. If, however:

- (a) there is no A Director;
- (b) the Company only has one director for the time being; and
- (c) no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director (for so long as he is a sole director) may take decisions without regard to any of the provisions of the Articles relating to decision making.

7.4 A decision of the board of directors may take the form of a resolution in writing, where each director has signed one or more copies of it, or to which each director has otherwise indicated agreement in writing.

7.5 A decision may not be taken in accordance with this article if the directors would not have formed a quorum at such a meeting.

8. CALLING A DIRECTORS' MEETING

8.1 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

8.2 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

9. QUORUM FOR DIRECTORS' MEETINGS

The quorum for the transaction of business at a meeting of directors is one director, so long as that director is the A Director. If there is no A Director then the required quorum of the Company shall be 2 directors, unless the Company only has one director, in which case the quorum for the transaction of business at a meeting of directors is the sole director.

10. CHAIRING OF DIRECTORS' MEETINGS AND CASTING VOTE

10.1 For so long as there is an A Director, such A Director shall be the chair of all directors' meetings and shall have a casting vote in the event the numbers of votes for and against a proposal at a meeting of directors are equal.

10.2 For so long as there is not an A Director, the terms of Article 12 of the Model Articles shall apply and no director shall be entitled to a casting vote.

11. DIRECTORS' CONFLICTS OF INTEREST

11.1 A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he shall vote, his vote shall

be counted and he shall be reckoned in counting the quorum when any such contract or arrangement is under consideration.

12. 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.

13. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

14. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

14.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

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

14.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

14.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

15. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

15.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

15.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and

- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.

15.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and
- (b) shall not be counted as more than one director for the purposes of quorum.

15.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors, but shall not count as more than one director for the purposes of determining whether a quorum is present.

15.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

16. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason.

17. APPLICATION FOR MEMBERSHIP

No person, save for the A Member, shall become a Member unless that person is an Owner.

18. TRANSFER OF MEMBERSHIP

- 18.1 Save as otherwise provided in these Articles, the directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of Membership.
- 18.2 Each Owner may call for the allotment of a transfer of membership to him or her on completion of the purchase by him or her of a Dwelling.
- 18.3 On first allotment of a membership to an Owner that membership shall become referable to that Dwelling and each successive Owner of that Dwelling shall be entitled to require that the membership be transferred to him or her.
- 18.4 The price to be paid for the transfer of membership shall be, in default of agreement, £1.
- 18.5 If at any time a Member shall not be the Owner of a Dwelling to which the membership is referable, the directors may authorise some person to execute on behalf of and as attorney for such Member a transfer of the membership held by him to the Owner of the Dwelling to which such membership is referable, and the Company shall thereupon cause the name of the Owner of the Dwelling to be entered into the register of members.

DECISION MAKING BY MEMBERS

19. VOTES OF MEMBERS

- 19.1 Subject to the Act and articles 19.2 and 19.3, at any general meeting every Member who is present in person (or by proxy) shall on a show of hands have one vote and every Member present in person (or by proxy) shall on a poll have one vote.
- 19.2 For so long as there is an A Member, no resolution of the Members shall pass without the consent of the A Member.
- 19.3 For so long as there is an A Member, in the case of a resolution of the Members, the A Member shall be entitled to cast as many votes for such a resolution as is necessary to pass the resolution.
- 19.4 If there is no A Member, no business other than the appointment of a chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum as set out at paragraph 19.5.
- 19.5 The quorum for the meeting shall be 20 per cent of the Members entitled to vote upon the business to be transacted, or two Members so entitled (whichever is greater) present in person (or by proxy).

20. POLL VOTES

20.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

20.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

21. PROXIES

21.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

21.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

22. MEANS OF COMMUNICATION TO BE USED

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

- (a) 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);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) 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 Business Day.

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

23. INDEMNITY AND INSURANCE

- 23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, 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 the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 23.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 23.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).