

**FILE COPY**



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

Company Number **10834195**

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

**VICTORY FIELDS OFFICERS MESS 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 **23rd June 2017**



\* N10834195I \*



**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: **23/06/2017**

X696K58B

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<i>Company Name in full:</i>	<b>VICTORY FIELDS OFFICERS MESS MANAGEMENT COMPANY LIMITED</b>
<i>Company Type:</i>	<b>Private company limited by guarantee</b>
<i>Situation of Registered Office:</i>	<b>England and Wales</b>
<i>Proposed Registered Office Address:</i>	<b>WITAN GATE HOUSE 500-600 WITAN GATE WEST MILTON KEYNES BUCKINGHAMSHIRE UNITED KINGDOM MK9 1SH</b>
<i>Sic Codes:</i>	<b>98000</b>

## *Proposed Officers*

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*Company Director*      *1*

*Type:*                      **Person**

*Full Forename(s):*        **SUZANNE**

*Surname:*                **IRONS**

*Service Address:*        **18D CROFT DRIVE  
MILTON PARK  
ABINGDON  
OXFORDSHIRE  
UNITED KINGDOM OX14 4RP**

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

*Date of Birth:*    **\*\*/10/1964**                      *Nationality:*    **BRITISH**

*Occupation:*    **SALES &  
MARKETING  
DIRECTOR**

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



*Company Director*      3

*Type:*                              **Person**

*Full Forename(s):*              **MR SUPRIYA KINKAR**

*Surname:*                        **RAY**

*Service Address:*              **THE MANOR HOUSE NORTH ASH ROAD  
NEW ASH GREEN  
LONGFIELD  
KENT  
UNITED KINGDOM DA3 8HQ**

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

*Date of Birth:*    **\*\*/08/1971**                              *Nationality:*    **BRITISH**

*Occupation:*      **CHARTERED  
ACCOUNTANT**

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

## *Persons with Significant Control (PSC)*

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**Statement of initial significant control**

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**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**

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## *Relevant Legal Entity (RLE) details*

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*Company Name:* **BOVIS HOMES LIMITED**

*Service Address:* **THE MANOR HOUSE NORTH ASH ROAD  
NEW ASH GREEN  
LONGFIELD  
KENT  
UNITED KINGDOM  
DA3 8HQ**

*Legal Form:* **CORPORATE**

*Governing Law:* **UNITED KINGDOM**

*Register Location:* **COMPANIES HOUSE**

*Country/State:* **UNITED KINGDOM**

*Registration Number:* **00397634**

<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>



## *Relevant Legal Entity (RLE) details*

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*Company Name:* **LINDEN LIMITED**

*Service Address:* **COWLEY BUSINESS PARK COWLEY  
UXBRIDGE  
MIDDLESEX  
UNITED KINGDOM  
UB8 2AL**

*Legal Form:* **CORPORATE**

*Governing Law:* **UNITED KINGDOM**

*Register Location:* **COMPANIES HOUSE**

*Country/State:* **UNITED KINGDOM**

*Registration Number:* **01108676**

<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>

## *Statement of Guarantee*

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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:* **LINDEN LIMITED**

*Address* **COWLEY BUSINESS PARK COWLEY  
UXBRIDGE  
MIDDLESEX  
UNITED KINGDOM  
UB8 2AL**

*Amount Guaranteed* **£1.00**

*Name:* **BOVIS HOMES LIMITED**

*Address* **THE MANOR HOUSE NORTH ASH ROAD  
NEW ASH GREEN  
LONGFIELD  
KENT  
UNITED KINGDOM  
DA3 8HQ**

*Amount Guaranteed* **£1.00**

## *Statement of Compliance*

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

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## **Authorisation**

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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**COMPANY NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**Victory Fields Officers Mess 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.

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Name of each subscriber

Authentication by each subscriber

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Linden Limited

Bovis Homes Limited

Dated 23 June 2017

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION OF**  
**VICTORY FIELDS OFFICERS MESS**  
**MANAGEMENT COMPNY LIMITED (THE “COMPANY”)**

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires, the following definitions apply:

<b>“A Member”</b>	a member admitted pursuant to Article 18.1;
<b>“Act”</b>	the Companies Act 2006;
<b>“Articles”</b>	the Company’s articles of association for the time being in force;
<b>“B Member”</b>	a member admitted pursuant to Article 18.5;
<b>“business days”</b>	any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business;
<b>“Common Parts”</b>	means (without limitation) any visitors parking spaces, inner and outer courtyards, refuse store, cycle store, entrance hall, open roof voids, pavements and pathways of the Property;
<b>“Developers”</b>	Linden Limited (company registration number 01108676) with registered office at Cowley Business Park, Cowley, Uxbridge, Middlesex UB8 2AL and Bovis Homes Limited (company registration number 00397634) with registered office at The Manor House, North Ash Road, New Ash Green, Longfield, Kent DA3 8HQ;
<b>“eligible director”</b>	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and
<b>“First Director(s)”</b>	the person(s) named in a statement delivered to the Registrar of Companies in accordance with Section 12 of the Act;
<b>“Hand-Over Date”</b>	the date upon which every Unit intended by the Developers to be sold has been so sold;
<b>“Hand-Over Resolutions”</b>	the resolutions passed pursuant to Article 5.1;

<b>“Model Articles”</b>	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 prior to the date on which these Articles become binding on the Company.
<b>“Owner”</b>	person(s) in whom is vested for the time being the leasehold of any Unit;
<b>“Property”</b>	means the freehold known as the East Wing, the West Wing, and the Officers Mess at Victory Fields, Former RAF Rissington, Cheltenham, Gloucestershire GL54 2QB;
<b>“Subscribers”</b>	the persons who have subscribed the Memorandum of Association of the Company;
<b>“Unit”</b>	one of the 36 leasehold duplex and triplex mews cottages forming part of the Property.

- 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 the 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:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 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.

## **2 MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. If any provisions of these Articles conflict with any provisions of the Model Articles, these Articles shall prevail.

## **3 OBJECTS**

- 3.1 The Company’s objects are:
- 3.1.1 to acquire, hold, manage and administer the Property and the Common Parts (together the **“Managed Property”**) either on its own account or as trustee, nominee or agent of any other company or person;

- 3.1.2 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;
- 3.1.3 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;
- 3.1.4 to provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 3.1.5 to insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against; and
- 3.1.6 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

#### **4 DIRECTORS' GENERAL AUTHORITY**

- 4.1 The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out in Article 3.1.
- 4.2 Paragraph 3 of the Model Articles shall not apply to the Company.

#### **5 DIRECTORS – HAND-OVER RESOLUTIONS**

- 5.1 The First Director(s) and any Nominee Director(s) shall, on or as soon as reasonably practicable after the Hand-Over Date (either at a meeting or, pursuant to Article 6.2, by resolution in writing), pass resolutions to:
  - 5.1.1 accept the resignation(s) of the First Director(s) and any Nominee Director(s);
  - 5.1.2 accept the resignation of the secretary of the Company (if any);
  - 5.1.3 appoint new directors;
  - 5.1.4 appoint a new secretary of the Company (if nominated);



- 5.1.5 admit the Owners as B Members;
- 5.1.6 record the cessation of membership of the A Members; and
- 5.1.7 deal with any other business in connection with the transfer of the Company to the ownership and control of the Owners.

## **6 DIRECTORS – DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 6.1 The general rule about decision making is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 7.1.
- 6.2 If the Company has only one director for the time being the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision making.
- 6.3 Paragraph 7 of the Model Articles shall not apply to the Company.

## **7 DIRECTORS – UNANIMOUS DECISIONS**

- 7.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 7.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.
- 7.4 Paragraph 8 of the Model Articles shall not apply to the Company.

## **8 DIRECTORS – NUMBER**

- 8.1 Prior to the passing of the Hand-Over Resolutions, there shall be no minimum or maximum number of directors.
- 8.2 Subsequent to the passing of the Hand-Over Resolutions and unless otherwise determined by the Company in general meeting, the number of directors shall be not less than 2 nor more than 36.

## **9 DIRECTORS – QUORUM**

- 9.1 Subject to Article 6.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two eligible directors, and unless otherwise so fixed, it is two eligible directors.
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 to authorise a director's conflict of interest, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 9.3 Paragraph 11(2) of the Model Articles shall not apply to the Company.

## **10 DIRECTORS – CASTING VOTE**

- 10.1 If the number of votes for and against a proposal at a meeting of directors is equal, the chairman or other director chairing the meeting shall have a casting vote.
- 10.2 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).
- 10.3 Paragraph 13 of the Model Articles shall not apply to the Company.

## **11 DIRECTORS - POWERS TO AUTHORISE CONFLICTS OF INTEREST**

- 11.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that, for this purpose, the director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.
- 11.2 Any authorisation given under Article 11.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 11.3 Where the directors give authority under Article 11.1:
- 11.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and:
- a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
  - b) the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms;
- 11.3.2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- 11.3.3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.
- 11.4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 11.1 (subject in any case to any limits or conditions to which such approval was subject).

## **12 DIRECTORS – TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 12.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 12.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 12.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
  - 12.1.3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement.
- 12.2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company.

## **13 DIRECTORS – APPOINTMENT OF DIRECTORS**

- 13.1 Prior to the passing of the Hand-Over Resolutions, the First Directors (or any Nominee Director(s) appointed under this Article) may appoint any person to be a director in addition to, or in place of himself or themselves (a "Nominee Director") to hold office until the passing of the Hand-Over Resolutions.
- 13.2 Subsequent to the passing of the Hand-Over Resolutions, only those persons who are members of the Company shall be entitled to hold office as a director. In the case of a corporate member, only that member's duly appointed representative shall be entitled to hold office as a director. Paragraph 17(1) of the Model Articles shall be modified accordingly.
- 13.3 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the personal representatives or trustee in bankruptcy (as appropriate) of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a director.
- 13.4 For the purposes of Article 13.3, 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.
- 13.5 Paragraphs 17(2) and 17(3) of the Model Articles shall not apply to the Company.

## **14 DIRECTORS – TERMINATION OF DIRECTOR'S APPOINTMENT**

- 14.1 In addition to the events terminating a directors' appointment set out in paragraph 18 of the Model Articles, a person shall cease to be a director as soon as he ceases to be a member and, in the case of a director who is a duly appointed representative of a corporate member, that director shall cease to be a director as soon as his appointor ceases to be a member.

## **15 DIRECTORS – ALTERNATE DIRECTORS**

- 15.1 Any director (the "**appointor**") may appoint as an alternate any other director or any other person approved by resolution of the directors to:

- 15.1.1 exercise that director's powers; and
  - 15.1.2 carry out that director's responsibilities
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 15.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor or in any other manner approved by the directors.
  - 15.3 The notice must:
    - 15.3.1 identify the proposed alternate, and
    - 15.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
  - 15.4 An alternate director may act as an 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.
  - 15.5 Except as the Articles specify otherwise, alternate directors:
    - 15.5.1 are deemed for all purposes to be directors;
    - 15.5.2 are liable for their own acts and omissions;
    - 15.5.3 are subject to the same restrictions as their appointors; and
    - 15.5.4 are not deemed to be agents of or for their appointors,and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
  - 15.6 A person who is an alternate director but not a director:
    - 15.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
    - 15.6.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
    - 15.6.3 shall not be counted as more than one director for the purposes of Articles 15.6.1 and 15.6.2.
  - 15.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.
  - 15.8 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing to the Company.

- 15.9 An alternate director's appointment as an alternate terminates:
- 15.9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - 15.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
  - 15.9.3 on the death of the alternate's appointor; or
  - 15.9.4 when the alternate's appointor's appointment as a director terminates.

## **16 DIRECTORS' EXPENSES**

- 16.1 The Company may pay any reasonable expenses which the directors (including alternate directors and, if it has one, the secretary (but so that nothing in this Article 16.1 shall require the Company to have a secretary) properly incur in connection with their attendance at:
- 16.1.1 meetings of directors or committees of directors;
  - 16.1.2 general meetings; or
  - 16.1.3 separate meetings of any holders of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 16.2 Paragraph 20 of the Model Articles shall not apply to the Company.

## **17 SECRETARY**

- 17.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit, and from time to time remove such person and, if the directors so decide, appoint a replacement in each case by a decision of the directors. Nothing in this Article 17.1 shall require the Company to have a secretary.

## **18 MEMBERS**

- 18.1 Save as set out in this article 18, no persons other than an Owner may be registered as members of the Company.
- 18.2 The Subscribers and any person(s) admitted as members on the approval in writing by the Developers or the Subscribers shall be "A Members".
- 18.3 An A Member may, at any time, withdraw from membership of the Company by giving notice in writing to the Company at its registered office. Such notice shall be effective immediately on receipt by the Company and no persons shall be admitted as A members after that time.
- 18.4 Every A Member shall automatically cease to be a member with effect from the passing of the Hand-Over Resolutions.
- 18.5 Each Owner shall be entitled to become a member of the Company and shall, on application by that Owner, be admitted as a "B Member". In the case of any Unit vested for the time being

in two or more persons they shall be deemed to be members jointly and shall be registered accordingly in the register of members.

- 18.6 A mortgagee in possession is entitled to be registered as a B Member in place of an Owner on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that Owner's Unit and an official copy of the Charges Register of Title to the Unit showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the Owner shall cease to be a member of the Company and the mortgagee in possession shall be entered in the register of members of the Company as a B Member in place of that Owner.
- 18.7 If a B Member dies or is adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall, for the time being, be an Owner.
- 18.8 A B Member shall automatically cease to be a member on his ceasing to be an Owner.
- 18.9 A B Member may not resign as a member of the Company while holding, whether alone or jointly with others, an interest in any Unit.
- 18.10 Paragraphs 21 and 22 of the Model Articles shall not apply to the Company.

## **19 ANNUAL GENERAL MEETING**

- 19.1 After the Hand-Over Date the Company shall, in each calendar year, hold a general meeting as its annual general meeting and not more than 15 months may elapse between the date of one annual general meeting and that of the next. The annual general meeting shall be held at such time and place as the directors determine.
- 19.2 The notice convening the annual general meeting shall specify that it is an annual general meeting and shall describe, generally, the nature of the intended business which shall include consideration of the accounts of the Company for the previous financial year.
- 19.3 The annual general meeting must be called by at least 21 clear days' notice in writing but may be called by shorter notice if all members entitled to attend and vote so agree.

## **20 GENERAL MEETINGS – QUORUM**

- 20.1 Prior to the passing of the Hand-Over Resolutions, one qualifying person (as defined in section 318 of the Act) shall be a quorum.
- 20.2 Subsequent to the passing of the Hand-Over Resolutions, two qualifying persons (as defined in section 318 of the Act) shall be a quorum.

## **21 GENERAL MEETINGS AND WRITTEN RESOLUTIONS – VOTING**

- 21.1 Where two or more persons are to be regarded as joint members of the Company, any such person may exercise the voting rights to which such members are jointly entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior shall be accepted to the exclusion of the votes of the others, and seniority shall be determined by the order in which the names of such persons appear in the register of members in respect of the Unit of which the joint members are the Owners.
- 21.2 On a vote on a resolution on a show of hands at a meeting:

- 21.2.1 every member present in person has one vote; and
- 21.2.2 (subject to section 285 of the Act) every proxy present who has been duly appointed by a member entitled to vote on the resolution has one vote.
- 21.3 On a vote on a resolution on a poll taken at a meeting every member has one vote for each Unit of which he is the Owner [*or specify other entitlement, eg by reference to square foot of plot size, etc*].
- 21.4 On a written resolution, every member shall have one vote for each Unit of which he is the Owner [*or specify other entitlement (which must be the same as voting on a poll per article 21.3)*].
- 21.5 No member may vote on a resolution in general meeting unless all monies currently due and payable by that member to the Company have been paid.

## **22 PROXIES**

- 22.1 Proxies may only be validly appointed by a notice in writing (a “**proxy notice**”) which:
  - 22.1.1 states the name and address of the member appointing the proxy;
  - 22.1.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - 22.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 22.1.4 is delivered to the Company in accordance with the Articles not less than 24 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 relateand 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.
- 22.2 Paragraph 31(1) of the Model Articles shall not apply to the Company.

## **23 NOTICES**

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
  - 23.1.1 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));
  - 23.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

23.1.3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and

23.1.4 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 purpose of this Article, no account shall be taken of any part of a day that is not a business day.

23.2 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.

## **24 DIRECTORS' INDEMNITY**

24.1 Subject to the provisions of the Act (but so that this Article 24.1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company:

24.1.1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- a) the Company;
- b) any associated company; and
- c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

24.1.2 may, without prejudice to the provisions of Article 24.1.1, purchase and maintain insurance for any person who is or was a director or officer of the company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 24.1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

24.2 Paragraphs 38 and 39 of the Model Articles shall not apply to the Company.



# MODEL ARTICLES FOR PRIVATE COMPANIES LIMITED BY GUARANTEE

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## PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

### Defined terms

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

"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 12;

"chairman of the meeting" has the meaning given in article 25;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"director" means a director of the company, and includes any person occupying the position of director, by whatever name called;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"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 10;

"proxy notice" has the meaning given in article 3 1;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"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.

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.

### **Liability of members**

**2.** 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 winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## **PART 2 DIRECTORS**

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

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

**3.** 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.

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

**4.—(1)** The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

#### **Directors may delegate**

**5.—(1)** Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and

(e) on such terms and conditions;

as they think fit.

(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.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

### **Committees**

**6.—**(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.

(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**

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

**7.—**(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

(2) If—

(a) the company only has one director, and

(b) 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.

### **Unanimous decisions**

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

(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.

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

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

### **Calling a directors' meeting**

**9.—**(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.

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time;

- (b) where it is to take place; and
- (c) 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.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **Participation in directors' meetings**

**10.**—(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(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.

(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.

### **Quorum for directors' meetings**

**11.**—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(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.

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the members to appoint further directors.

### **Chairing of directors' meetings**

**12.**—(1) The directors may appoint a director to chair their meetings.

(2) The person so appointed for the time being is known as the chairman.

(3) The directors may terminate the chairman's appointment at any time.

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

## **Casting vote**

**13.—**(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.

(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.

## **Conflicts of interest**

**14.—**(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.

(2) But if paragraph (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.

(3) This paragraph applies when—

- (a) 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;
- (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

- (a) 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;
- (b) 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
- (c) 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.

(5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

(6) Subject to paragraph (7), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(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.

### **Records of decisions to be kept**

**15.** The directors must 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.

### **Directors' discretion to make further rules**

**16.** 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

### **Methods of appointing directors**

**17.—**(1) Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

(2) 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.

(3) For the purposes of paragraph (2), where 2 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.

### **Termination of director's appointment**

**18.** A person ceases to be a director as soon as—

- (a) 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;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;
- (e) ...
- (f) 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.

### **Directors' remuneration**

**13.—**(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine—

- (a) for their services to the company as directors, and

- (b) for any other service which they undertake for the company.
- (3) Subject to the articles, a director's remuneration may—
  - (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- (4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- (5) 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.

### **Directors' expenses**

**20.** The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **PART 3 MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **Applications for membership**

**21.** No person shall become a member of the company unless—

- (a) that person has completed an application for membership in a form approved by the directors, and
- (b) the directors have approved the application.

#### **Termination of membership**

**22.—(1)** A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.

- (2) Membership is not transferable.
- (3) A person's membership terminates when that person dies or ceases to exist.



## ORGANISATION OF GENERAL MEETINGS

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

**23.**—(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.

(2) A person is able to exercise the right to vote at a general meeting when—

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) 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.

(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.

(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.

(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.

### **Quorum for general meetings**

**24.** 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.

### **Chairing general meetings**

**25.**—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(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—

- (a) the directors present, or
- (b) (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.

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

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

**26.**—(1) Directors may attend and speak at general meetings, whether or not they are members.

(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.

## **Adjournment**

**27.**—(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.

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

- (a) the meeting consents to an adjournment, or
- (b) 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.

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

(4) When adjourning a general meeting, the chairman of the meeting must—

- (a) 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
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

(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

### **Voting: general**

**28.** 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.

### **Errors and disputes**

**29.**—(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.

(2) Any such objection must be referred to the chairman of the meeting whose decision is final.

### **Poll votes**

**30.**—(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote, or

- (b) 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.
- (2) A poll may be demanded by—
  - (a) the chairman of the meeting;
  - (b) the directors;
  - (c) two or more persons having the right to vote on the resolution; or
  - (d) 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.
- (3) A demand for a poll may be withdrawn if—
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **Content of proxy notices**

- 31.**—(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) 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.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) 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
  - (b) 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.

### **Delivery of proxy notices**

- 32.**—(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.

(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.

(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.

(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.

### **Amendments to resolutions**

**33.**—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) 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
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

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

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(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**

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

**34.**—(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.

(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.

(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.

### **Company seals**

**35.**—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal is to be used.

(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.

(4) For the purposes of this article, an authorised person is—

- (a) any director of the company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

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

**36.** 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.

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

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

## DIRECTORS' INDEMNITY AND INSURANCE

### **Indemnity**

**38.—**(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) 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,
- (b) 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),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

## **Insurance**

**39.**—(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.

(2) In this article—

- (a) a "relevant director" means any director or former director of the company or an associated company,
- (b) 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
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.