

COMPANY NUMBER: 12772348

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

GROVE PARK HOUSE MANAGEMENT COMPANY LTD

Adopted by special resolution passed on 17th October 2022



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PART 1 – INTERPRETATION; LIABILITY OF MEMBERS; ENTRENCHED PROVISIONS; MEMBERSHIP

1. Defined terms and interpretation

1.1 In these 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;
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;
Flat 8 Director	means a director of the company who is a tenant of a Flat Lease in respect of 8 Grove Park, London, SE5 8LR;
Flat 8A Director	means a director of the company who is a tenant of a Flat Lease in respect of 8A Grove Park, London, SE5 8LR;
Flat 8B Director	means a director of the company who is a tenant of a Flat Lease in respect of 8B Grove Park, London, SE5 8LR;
Flat 8 Member	means a member of the company who is a tenant of a Flat Lease in respect of 8 Grove Park, London, SE5 8LR;
Flat 8A Member	means a member of the company who is a tenant of a Flat Lease in respect of 8A Grove Park, London, SE5 8LR;
Flat 8B Member	means a member of the company who is a tenant of a Flat Lease in respect of 8B Grove Park, London, SE5 8LR;
Flat Lease	means a lease of a flat forming part of the Property;
Flat Owner	means the owner for the time being of a Flat Lease and includes a person who is entitled to be registered at the Land Registry as owner of a Flat Lease;
hard copy form	has the meaning given in section 1168 of the Companies Act 2006;
Household	means all of the members who are tenants of a particular Flat Lease (so that, for example, all the Flat 8 Members comprise one 'Household');
member	means a person whose name is entered in the company's register of members and is either a subscriber to the company's memorandum of association or who has agreed to become a member of the company (in each case subject to the provisions of these articles);

model articles	has the meaning given in section 19 of the Companies Act 2006;
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;
Property	means 8 Grove Park, London, SE5 8LR;
qualifying person	has the meaning given in section 318 of the Companies Act 2006;
special resolution	has the meaning given in section 283 of the Companies Act 2006;
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 These articles exclude the model articles.

1.3 Unless the context otherwise requires, other words or expressions contained in the 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.

1.4 Except where the contrary is stated or the context otherwise requires, any reference in the articles to legislation includes any order, regulation, instrument or other subordinate legislation made and for the time being in force under that legislation or which amends such legislation, and any reference to legislation, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.

1.5 Words importing the singular include the plural and *vice versa*. Words importing one gender include all genders. Words importing persons include corporations.

2. Liability of members

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 they are a member or within one year after they cease to be a member, for:

2.1 payment of the company's debts and liabilities contracted before they cease to be a member;

2.2 payment of the costs, charges and expenses of winding up; and

2.3 adjustment of the rights of the contributories among themselves.

3. Entrenched provisions

3.1 Except with the prior written consent of all members, the following articles may not be amended, suspended or repealed:

- (a) this article 3;
- (b) article 4 (membership);
- (c) article 7 (number of directors);
- (d) article 9 (members' reserve power);
- (e) article 27 (dividends and other distributions); and
- (f) article 35 (poll votes).

4. Membership

4.1 No person may be a member of the company unless they are a Flat Owner.

4.2 There must be no more than two Flat 8 Members, no more than two Flat 8A Members and no more than two Flat 8B Members.

5. Applications for membership

5.1 No person may become a member of the company unless that person:

- (a) has completed an application for membership in a form approved by the directors (which, for the avoidance of doubt, may include simply providing written confirmation, including by email, that the person wishes to become a member); and
- (b) is eligible to be a member under these articles.

6. Termination of membership

6.1 A member of the company will automatically cease to be a member in the following circumstances:

- (a) on ceasing to be a Flat Owner;
- (b) on death (or, in the case of a corporate member, on its ceasing to exist);

6.2 Membership is not transferable.

6.3 A Flat Owner will not cease to be a member of the company except as permitted or required by these articles.

PART 2 – DIRECTORS

7. Number of directors

7.1 The number of directors must not be less than two.

7.2 There must be no more than two Flat 8 Directors, no more than two Flat 8A Directors and no more than two Flat 8B Directors.

8. Directors' general authority

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

9. Members' reserve power

9.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

9.2 No special resolution of the type referred to in article 9.1 invalidates anything which the directors have done before the passing of the resolution.

10. Directors may delegate

10.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under these articles:

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

as they think fit.

10.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

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

11. Committees

11.1 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 these articles which govern the taking of decisions by directors.

11.2 A member of a committee need not be a director, provided that each committee must comprise at least one director.

11.3 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.

12. Directors to take decisions collectively

- 12.1 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 13.
- 12.2 Subject to article 12.3, with respect to any decision to be taken by the directors, each Flat 8 Director who is an eligible director (as defined in article 13.3) will have 2 votes, each Flat 8A Director who is an eligible director will have 1 vote and each Flat 8B Director who is an eligible director will have 1 vote.
- 12.3 If, for the time being:
- (a) only one person is a Flat 8 Director and he/she is an eligible director with respect to any decision to be taken by the directors, he/she will have 4 votes in respect of that decision;
 - (b) only one person is a Flat 8A Director and he/she is an eligible director with respect to any decision to be taken by the directors, he/she will have 2 votes in respect of that decision; and
 - (c) only one person is a Flat 8B Director and he/she is an eligible director with respect to any decision to be taken by the directors, he/she will have 2 votes in respect of that decision.

13. Unanimous decisions

- 13.1 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.
- 13.2 Such a decision may take the form of a resolution in writing signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 13.3 References in these articles to **eligible directors** are to directors who would have been entitled to vote (and have their vote counted) on the matter had it been proposed as a resolution at a directors' meeting.
- 13.4 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.

14. Calling a directors' meeting

- 14.1 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.
- 14.2 The directors will hold directors' meetings at least quarterly at the company's registered office (or at such other place as the directors agree).
- 14.3 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.
- 14.4 Notice of a directors' meeting need not be in writing but must be given to each director.
- 14.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

15. Participation in directors' meetings

- 15.1 Subject to these 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 these 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.
- 15.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 15.3 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.

16. Quorum for directors' meetings

- 16.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 A directors' meeting is quorate if at least one Flat 8 Director, at least one Flat 8A Director and at least one Flat 8B Director are participating, provided that:
- (a) if, for the time being, there are no Flat 8 Directors in office, then a directors' meeting is quorate if at least one Flat 8A Director and at least one Flat 8B Director are participating;
 - (b) if, for the time being, there are no Flat 8A Directors in office, then a directors' meeting is quorate if at least one Flat 8 Director and at least one Flat 8B Director are participating;
 - (c) if, for the time being, there are no Flat 8B Directors in office, then a directors' meeting is quorate if at least one Flat 8 Director and at least one Flat 8A Director are participating; and
 - (d) if a directors' meeting would otherwise be quorate but for the absence of any particular director, then that directors' meeting is quorate if, before the proposed time for the meeting, that absent director has confirmed in writing to the other directors that he/she is content for the directors' meeting to go ahead in his/her absence.
- 16.3 If the total number of directors for the time being mean that a quorum cannot be achieved, 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.

17. Chairing of, and minute taking at, directors' meetings

- 17.1 Meetings of the directors will be chaired on a rotating basis, such that the first meeting of the directors after the date of adoption of these articles will be chaired by a Flat 8 Director, the second such meeting will be chaired by a Flat 8A Director and the third such meeting will be chaired by a Flat 8B Director (with the position of chair rotating in this sequence thereafter).
- 17.2 If no person entitled to chair a directors' meeting pursuant to article 17.1 is participating in that directors' meeting within ten minutes of the time at which it was to start, or if no such person is willing to chair the meeting, the participating directors must appoint one of themselves to chair it.
- 17.3 Minutes of a directors' meeting will be taken by a director who is a tenant under the same Flat Lease as the person chairing the meeting (or, if no such person is participating in the meeting, such other person as the person chairing the meeting determines). A director required to take minutes under this article 17.3 must provide a complete written set of such minutes to each other director within 3 weeks of the date of the meeting to which they relate, ensuring the minutes cover all agenda items from the meeting and 'any other business'.

18. Casting vote

If the numbers of votes for and against a proposal are equal, the chair or other director chairing the meeting does not have a casting vote.

19. Directors' conflicts of interest

- 19.1 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.
- 19.2 But if article 19.3 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.
- 19.3 This article 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; or
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 19.4 For the purposes of this article 19, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

- 19.5 Subject to article 19.6, 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 person chairing the meeting whose ruling in relation to any director other than the person chairing the meeting, or a director who is a tenant under the same Flat Lease as the person chairing the meeting, is to be final and conclusive.
- 19.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the person chairing the meeting, or a director who is a tenant under the same Flat Lease as the person chairing the meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose neither the person chairing the meeting, nor or a director who is a tenant under the same Flat Lease as the person chairing the meeting, is to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 20. Records of decisions to be kept**
- The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 21. Directors' discretion to make further rules**
- Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.
- 22. Methods of appointing and removing directors**
- 22.1 No person may be a director unless he/she is a Flat Owner.
- 22.2 Subject to articles 7.2 and 23.1(b), the members shall procure that each Flat Owner who wishes to act as a director is appointed as a director.
- 22.3 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.
- 22.4 If the company has no directors and, by virtue of death or bankruptcy, no member is capable of acting, the personal representatives (or trustee-in-bankruptcy, as the case may be) of the last member to have died or to have had a bankruptcy order made against them has the right, by notice in writing, to appoint a person to be a director.
- 22.5 For the purposes of article 22.4, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- 23. Termination of director's appointment**
- 23.1 A person (the **Departing Director**) ceases to be a director as soon as:
- (a) the Departing Director ceases to be a Flat Owner;
 - (b) all the other directors (except for any director who is a tenant under the same Flat Lease as the Departing Director) agree to terminate the appointment of the Departing Director in circumstances where the Departing Director has failed, in a material way, to comply with any reasonable requirements given to him/her by the other directors, including (without limitation) where the Departing Director has, over a period of 1 year, consistently failed to comply with any such requirements or failed to:
 - (i) take meaningful and accurate minutes of a standard which can be formally adopted and distribute them where required under article 17.3 or article 30.3;
 - (ii) attend meetings of the directors or to appoint an alternate director to attend meetings of the directors on their behalf;
 - (iii) attend meetings of the members or to appoint a proxy to attend meetings of the members on their behalf;
 - (iv) approve reasonable expenditure by the company in respect of maintenance of the Property; or
 - (v) make contributions to the cost of maintenance of the Property where reasonably requested;
 - (c) the Departing Director ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (d) a bankruptcy order is made against the Departing Director;

- (e) a composition is made with the Departing Director's creditors generally in satisfaction of that person's debts;
- (f) a registered medical practitioner who is treating the Departing Director gives a written opinion to the company stating that the Departing Director has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (g) notification is received by the company from the Departing Director that the Departing Director is resigning from office, and such resignation has taken effect in accordance with its terms.

24. Appointment and removal of alternate directors

24.1 Any director may appoint as an alternate any other director, or any other person, 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.

24.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by their appointor, or in any other manner approved by the directors.

25. Rights and responsibilities of alternate directors

25.1 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.

25.2 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 their appointor is a member.

25.3 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);
- (b) may participate in a unanimous decision of the directors (but only if their appointor is an eligible director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of this article 25.3.

25.4 A director who is also an alternate director is entitled, in the absence of their appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the directors (provided that their 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.

25.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director.

26. Termination of alternate directorship

26.1 An alternate director's appointment as an alternate 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 (provided that the alternate's ceasing to be a Flat Owner shall not result in the alternate's appointment as an alternate);
- (c) on the death of the alternate's appointor;
- (d) when the alternate's appointor's appointment as a director terminates; or
- (e) when the alternate is removed in accordance with the articles.

PART 3 – DISTRIBUTIONS

27. Dividends and other distributions

The company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this article shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the company nor the payment of interest at a rate not exceeding 10% a year on money lent by a member to the company.

PART 4 – DECISION-MAKING BY MEMBERS

28. Attendance and speaking at general meetings

28.1 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.

28.2 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.

28.3 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.

28.4 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.

28.5 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.

29. Quorum for general meetings

29.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

29.2 A general meeting is quorate if at least one Flat 8 Member, at least one Flat 8A Member and at least one Flat 8B Member are qualifying persons attending the meeting, provided that:

- (a) if, for the time being, there are no Flat 8 Members, then a general meeting is quorate if at least one Flat 8A Member and at least one Flat 8B Member are qualifying persons attending the meeting;
- (b) if, for the time being, there are no Flat 8A Members, then a general meeting is quorate if at least one Flat 8 Member and at least one Flat 8B Member are qualifying persons attending the meeting;
- (c) if, for the time being, there are no Flat 8B Members, then a general meeting is quorate if at least one Flat 8 Member and at least one Flat 8A Member are qualifying persons attending the meeting; and
- (d) if a general meeting would otherwise be quorate but for the absence of any particular member, then that general meeting is quorate if, before the proposed time for the meeting, that absent member has confirmed in writing to the other members that he/she is content for the general meeting to go ahead in his/her absence.

30. Chairing general meetings

30.1 General meetings will be chaired on a rotating basis, such that the first general meeting after the date of adoption of these articles will be chaired by a Flat 8 Member, the second such meeting will be chaired by a Flat 8A Member and the third such meeting will be chaired by a Flat 8B Member (with the position of chair rotating in this sequence thereafter).

30.2 If no person entitled to chair a general meeting pursuant to article 30.1 is participating in that members' meeting within ten minutes of the time at which it was to start, or if no such person is willing to chair the meeting, the participating members' must appoint one of themselves to chair it.

30.3 Minutes of a general meeting will be taken by a member who is a tenant under the same Flat Lease as the person chairing the meeting (or, if no such person is participating in the meeting, such other person as the person chairing the meeting determines). A member required to take minutes under this article 30.3 must

provide a complete written set of such minutes to each other member within 3 weeks of the date of the meeting to which they relate, ensuring the minutes cover all agenda items from the meeting and 'any other business'.

31. Attendance and speaking by directors and non-members

31.1 Directors may attend and speak at general meetings, whether or not they are members.

31.2 The chair of the meeting may permit other persons who are not:

- (a) members; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

32. Adjournment

32.1 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 chair of the meeting must adjourn it.

32.2 The chair 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 chair 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.

32.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

32.4 When adjourning a general meeting, the chair 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.

32.5 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.

32.6 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.

33. Voting: general

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.

34. Errors and disputes

34.1 No objection may be raised in relation to any person's right to vote at a general meeting, unless the objection is raised at the meeting in question.

34.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

34.3 Every vote cast at a general meeting will be valid, unless it has been disallowed at the meeting by the chair of the meeting, following a referral under Article 34.2.

35. Poll votes

35.1 On a poll:

- (a) subject to article 35.1(b), each Flat 8 Member who is present and entitled to vote on the resolution will have 2 votes, each Flat 8A Member who is present and entitled to vote on the resolution will have 1 vote and each Flat 8B Member who is present and entitled to vote on the resolution will have 1 vote;
- (b) if, for the time being:

- (i) only one person is a Flat 8 Member and he/she is present and entitled to vote on any relevant resolution, he/she will have 4 votes in respect of that resolution;
- (ii) only one person is a Flat 8A Member and he/she is present and entitled to vote on any relevant resolution, he/she will have 2 votes in respect of that resolution; and
- (iii) only one person is a Flat 8B Member and he/she is present and entitled to vote on any relevant resolution, he/she will have 2 votes in respect of that resolution;

35.2 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.

35.3 A poll on a resolution may be demanded by:

- (a) the chair of the meeting;
- (b) the directors;
- (c) any qualifying person present and entitled to vote on the resolution.

35.4 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal.

35.5 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

35.6 Polls must be taken immediately and in such manner as the chair of the meeting directs.

36. Content of proxy notices

36.1 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 not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).

36.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

36.3 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.

36.4 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.

37. Delivery of proxy notices

37.1 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.

37.2 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.

- 37.3 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.
- 37.4 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.
- 38. Amendments to resolutions**
- 38.1 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 chair of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 38.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) the chair 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.
- 38.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

PART 5 – DISPUTE RESOLUTION

39. Arbitration

- 39.1 Any dispute, controversy, or claim arising out of or in connection with these articles, or the breach or validity thereof, shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules and this article 39. Judgment on any award issued under this article may be entered by any court of competent jurisdiction.
- 39.2 The arbitral tribunal shall be composed of one arbitrator.
- 39.3 A sole arbitrator shall be appointed by agreement of the parties contesting the dispute, controversy or claim (the **relevant parties**). If the relevant parties have not agreed on the appointment of a sole arbitrator within 30 days of the receipt of a notice of arbitration by the party responding to the dispute, controversy or claim, then, at the request of one of the relevant parties, a sole arbitrator shall be appointed by the CI Arb.
- 39.4 The place of arbitration shall be London, UK. The proceedings shall be conducted in accordance with the arbitration law of England and Wales.
- 39.5 The language(s) of the arbitration proceedings shall be English.

PART 6 – ADMINISTRATIVE ARRANGEMENTS

40. Banking arrangements and company expenditure

- 40.1 In respect of each bank account established in the company's name, the members shall use all reasonable endeavours to procure that:
- (a) at least 1 Flat 8 Director, at least 1 Flat 8A Director and at least 1 Flat 8B director are named on all relevant bank mandates, in each case with full authority to manage such bank account (including making payments), unless in each case there is no such director in office at the relevant time;
 - (b) all directors have see/read access to such bank account; and
 - (c) no payments in excess of £500 are made from such bank account without the prior written consent of at least 1 Flat 8 Director and 1 Flat 8A Director or, alternatively, at least 1 Flat 8A Director and 1 Flat 8B Director or at least 1 Flat 8 Director and 1 Flat 8B Director.
- 40.2 The directors shall not allow the company to become liable to make any payment in respect of goods or services supplied to the company unless the nature of the expenditure has been approved by the directors in accordance with article 12.1.

41. Means of communication to be used

- 41.1 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.
- 41.2 Subject to these 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.
- 41.3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 41.4 The director responsible for managing any work shall be responsible for ensuring clear and timely communication to their fellow directors on such costs, securing agreement on such costs and ensuring the payment of invoices in a timely way. In turn, all directors have a responsibility to respond to all written communication from their fellow directors within 5 days of receipt.

42. Secretary

Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit and any company secretary (or joint secretary) so appointed may be removed by the directors.

43. Indemnity

- 43.1 Subject to article 43.2 (but without prejudice to any indemnity which a relevant officer is otherwise entitled):
- (a) a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against:
 - (i) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company;
 - (ii) any liability incurred by that officer in connection with the activities of the company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
 - (iii) any other liability incurred by that officer as an officer of the company; and
 - (b) the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.
- 43.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 44. Insurance**
- 44.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- 44.2 In this article, a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company.