

FELPHAM FIELDS RESIDENTS ASSOCIATION LTD.

(Company Limited by Guarantee and Not Having a Share Capital)

(Registered in Cardiff No. **12683058**)

The Companies Act 2006

Articles of Association

(As Incorporated on the 19th of June 2020)

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION OF FELPHAM FIELDS RESIDENTS ASSOCIATION LTD.

(As adopted by the 'Company Organising Committee' on the 21st of September 2020)

(As altered by any 'Future Resolutions')

1. INTERPRETATION - [\[Back to Contents\]](#)

1. The name of "The Company" is Felpham Fields Residents Association Ltd.
2. The registered office of "The Company" is situated in England.
3. "The Act" means the Companies Act 2006. Any reference to any provision of the Act shall be deemed to include a reference to that provision as amended or re-enacted.
4. "The Company" means Felpham Fields Residents Association Ltd.
5. "The Council" means the Council of Management for the time being of Felpham Fields Residents Association Ltd.
6. Office means the registered office of Felpham Fields Residents Association Ltd.
7. Seal means the Common Seal of Felpham Fields Residents Association Ltd.
8. Month means calendar month
9. Writing includes e-mails.
10. Words implying the singular include the plural and vice versa. Words implying the masculine include the feminine and neuter and vice versa.
11. "Person" means any person, firm, company or other legal entity.
12. The widest interpretation shall be given to (Article 2.1(a) below). None of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects.
13. None of the objects outlined in (Article 2.1(a) below) shall be deemed subsidiary or ancillary to any of the other objects.

2. OBJECTS - [\[Back to Contents\]](#)

1. The company's objects are -

(a) To protect and promote the rights and interests of the members of the company in the development and management of Ley Road (private section), Duncton Close and Tryndel Way in the County of West Sussex. [*] and of property retained by the said company and in the same neighbourhood; and to promote and encourage social interaction between the members of the company.

* Excluding the part of Tryndel Way running south from the southernmost boundary of 15 Tryndel Way as this section of Tryndel Way is retained under a separate private land title.

2. The company's objects are restricted to those set out in (Article 2.1(a) above) (But are subject to Article 2.3 below).

3. The company may add to, remove or alter the statement of the company's objects in (Article 2.1(a) above); on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

3. POWERS - [\[Back to Contents\]](#)

1. In pursuance of the objects listed in (Article 2.1(a) above, but not otherwise), the company shall have the following powers -

(a) to engage such consultants and advisers as are considered appropriate from time to time,

(b) to acquire by purchase, lease or otherwise any land or grounds forming part or parts of the company including roads and open spaces and any rights or interests of any person or persons on or near the company property and to repair and maintain those water drainage systems serving the company's roadways,

(c) to maintain the company's roads and other common infrastructure (e.g. road signage) and to support appropriate parking and traffic calming measures where appropriate,

(d) to buy, hire, make or provide furniture, utensils, glass, china, plates, books, papers, periodicals, stationery and anything else required to run the company,

(e) to buy, provide, make and sell meals, food, drinks, provisions, refreshments and anything else commonly consumed as part of any company social or community event,

(f) to provide musical, social and other amusements and entertainments for the benefit of the company's members,

(g) to promote and hold either alone or jointly with any other association, club or persons, meetings of social value to the company's members,

(h) to act as trustee for the members of the company and as such trustee to receive and hold money in trust for them and to purchase, hold in trust for and supply to the members of the company any provisions, drinks or other items,

(i) to purchase or by any other means acquire and take options or rights over any property,

(j) to apply for, register, purchase or by other means acquire and to protect, maintain, and renew, whether in the United Kingdom or elsewhere any intellectual property rights or know-how (including without limitation any patents, trademarks, or design rights) and to exploit such intellectual property rights or know-how as the company may think fit,

(k) to improve, manage, construct, repair, maintain, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the company,

(l) to invest and deal with the moneys of the company in the best interests of the company and to hold or otherwise deal with any investments in a prudent manner,

(m) to lend, advance money to or give credit to any person, firm or company; to enter into guarantees, contracts of indemnity and suretyships; to receive money on deposit or loan, and to secure or guarantee in any manner the payment of any sum of money or the performance of any obligation by any person, firm or company. All of (m) to be exercised in a financially prudent manner,

(n) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security upon the whole or any part of the company's property or assets (whether present or future) and also by a mortgage, charge, lien or other security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it,

(o) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments,

(p) to lobby for the passing of any statute, regulation or order, or apply for the grant of any licence from any government department, local authority or other authority to enable the company to carry any of its objects into effect, or to effect any modification of the company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests,

(q) to enter into any arrangements with any government or authority (national, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects, and to obtain from any such government or authority any charters, decrees, rights, privileges, grants or concessions which the company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, grants and concessions,

(r) to sell or otherwise dispose of the whole or any part of the business or property of the company either together or in portions, for such consideration as the company may think fit,

(s) to pay any person, firm or company providing goods or services to the company either by cash payment or otherwise,

(t) to distribute among the members of the company any property of the company,

(u) to pay all or any legal or other expenses incurred in connection with the management of the company or to contract with any person, firm or company to pay the same,

(v) to undertake or defend any legal action if in the best interests of the company (including, without limitation) enforcing any covenants (restrictive and positive) or any part of the company's code of conduct,

(w) to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the company or may be connected with the company,

(x) to make payments towards insurance including, without limitation, insurance against any liability for any member of the council, secretary, treasurer, auditor or other officer or person working for the company,

(y) to grant/issue all company approved licences/agreements free of charge to members of the company. Where any company approved licence/agreement is sought by a non-member of the company, the company will levy a charge for the grant/issue of any of the company's licences/agreements as from time to time prescribed by the council,

(z) to do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them.

4. RESTRICTIONS ON THE USE OF THE COMPANY'S ASSETS - [\[Back to Contents\]](#)

1. The income and property of the company shall be applied solely towards promoting the company's interests.

2. No part of the income or property of the company shall be paid or transferred (directly or indirectly) to the members of the company, whether by way of dividend, bonus or otherwise.

3. No director of the company shall be appointed as a paid employee of the company; no director shall hold any office under the company for which a salary or fee is payable.

4. No benefit (whether in money or in kind) shall be given by the company to any director except (i) repayment of out-of-pocket expenses or (ii) reasonable payment in return for particular services (not being of a management nature) actually rendered to the company.

5. LIABILITY OF MEMBERS - [\[Back to Contents\]](#)

1. The liability of the members is limited.

2. If the company is wound up every member of the company undertakes (up to a maximum of £1.00) to contribute to the assets of the company during the time that they are a member or for one year afterwards. This sum would contribute towards the payment of -

(a) the debts and liabilities of the company contracted before the time at which they cease to be a member for the costs,

(b) charges and expenses of winding up the company and for the adjustment of the rights of the contributories amongst themselves.

6. GENERAL STRUCTURE - [\[Back to Contents\]](#)

1. The structure of the company consists of -

(a) the MEMBERS - who have the right to attend the annual general meeting (and any other general meeting) and have important powers under the articles of association and the Act; in particular, the members elect people to serve as directors and take decisions in relation to changes to the articles themselves,

(b) the DIRECTORS (The Council) - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the company; in particular, the directors are responsible for monitoring the financial position of the company.

7. QUALIFICATIONS FOR MEMBERSHIP - [\[Back to Contents\]](#)

1. To become a member of the company a person must be either -

(a) the owner of a property in Ley Road (private section), Duncton Close or Tryndel Way (excluding the part of Tryndel Way running south from the southernmost boundary of 15 Tryndel Way) Bognor Regis, West Sussex; the spouse or partner of a member living at the same address,

or

(b) a person in respect of whom the company has exercised its discretion to grant special membership within the meaning of (Article 8.5 below).

2. The members of the company shall consist of the subscribers to the memorandum of association and such other persons as are admitted to membership under (Article 8.1 below)

8. APPLICATION FOR MEMBERSHIP - [\[Back to Contents\]](#)

1. Any person applying to become a member of the company must complete and sign the company's membership application form. Where accepted as a member, that person will be entered on the register of members, with the class of their membership (full/special) also recorded on the register.

2. The directors may, at their discretion, refuse to admit any person to membership.

3. The directors shall consider each application for membership at the first directors' meeting which is held after receipt of the application; the directors shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.

4. Any persons admitted to membership by the council, shall be members of Felpham Fields Residents Association Ltd.

5. The company council, may at its discretion and by unanimous vote of directors present at a council meeting, grant membership of the company to a person who would not otherwise be entitled to become a member. Such a person shall be called a special member e.g. a long-term tenant.

6. The application to become either a full/special member of the company must be in the following form, or in such other form as the council shall from time to time prescribe -

Felpham Fields Residents Association Ltd.

(Company Incorporated by Guarantee)

(Registered in Cardiff No. **12683058**)

Registered Office:

XXXXXXXXXX Bognor Regis, West Sussex, PO22 XXX

www.felphamfields.co.uk

Application to Register for Full/Special Membership of Felpham Fields Residents Association Ltd.

Felpham Fields Residents Association Ltd. is a company limited by guarantee. As such, it has members rather than shareholders, who are each entitled to:

- ☐ Receive a copy of the company's annual accounts;
- ☐ Attend general meetings and cast a vote;
- ☐ Elect directors by voting at the members' meetings; and
- ☐ Vote on any changes to the company, its purpose and how any surplus funds are applied.

Any surplus funds will be retained as a contribution towards the cost of activities in future years. You will not, therefore, be entitled to receive any dividend or other distribution from the company, except where the company is wound up, as outlined in the company's articles of association.

The company's constitution is contained in the articles of association, *its rules and by-laws*. A copy of the articles *and the other rules made to date* are available on request.

If the company is wound up, the maximum you commit to paying towards the company's debts is £1. This is the guarantee you would make upon becoming a member, as described in the articles of association, and applies for the time you are a member and 12 months thereafter.

Once your membership is approved your name(s) will entered into the company's register of members.

If you wish to apply for membership, you should complete, sign and date the member application section below and return the completed form to the Secretary at the address above, with payment of the first subscription fee.

I/We apply to be admitted to **Full/Special Membership of Felpham Fields Residents Association Ltd.**

I/We agree to abide by the provisions of the Memorandum and Articles of the Company and of the Code of Conduct and to pay all annual subscriptions of Estate Management Fees during my/our ownership of / residence at the Property as detailed below:

I/We agree to the use of My/Our personal data for the administration of **Felpham Fields Residents Association Ltd.** **Felpham Fields Residents Association Ltd.** will not share this information with any third party at any time.

Full name(s).....

Please enter Me/Us in the Register of Members as owner(s), owner's spouse or partner, or Special Member.

Address

..... Post Code.....

Mailing address (if different from above)

..... Post Code.....

Contact Details:

Tel: Home..... Mobile.....

E-mail.....

Signed..... Date.....

9. MEMBERSHIP SUBSCRIPTION - [\[Back to Contents\]](#)

1. Every member of the company must pay annual subscriptions as from time to time prescribed by the council. When a new member joins the company, he shall immediately pay the relevant proportion of the current year's subscription. Thereafter the subscription shall be payable in accordance with the terms determined by the council from time to time.
2. Any member owning more than one property for which they are responsible to pay the company a subscription, shall pay an annual subscription in respect of each such property.

10. NON-PAYMENT OF SUBSCRIPTION - [\[Back to Contents\]](#)

If any member fails to pay his subscription despite reminders, the secretary shall notify him of the fact and if such subscription is not paid within seven days of a final reminder, the council may take appropriate action.

11. REGISTER OF MEMBERS - [\[Back to Contents\]](#)

The directors shall maintain a register of members, setting out the full name and address of each member, the date on which they were admitted to membership, and the date on which any person ceased to be a member.

12. WITHDRAWAL/TERMINATION/TRANSFER OF MEMBERSHIP - [\[Back to Contents\]](#)

1. Any person who wishes to withdraw from membership shall sign, and lodge with the company, a written notice to that effect; on receipt of the notice by the company, they shall cease to be a member.
2. Any person who ceases to be a member of the company (whether by sale of his property, death or otherwise) nevertheless remains liable (or his executor or administrator remains liable) for and shall pay to the company any sums due by him for subscriptions or other sums owing to the company.
3. The interest of every member of the company, its property and assets is neither transmissible nor transferable. If a member dies his interest as member passes to the other joint member or members (if any).
4. If a member sells his property, he shall require the purchaser of his property to become a member of the company.

13. EXPULSION FROM MEMBERSHIP - [\[Back to Contents\]](#)

1. Any person may be expelled from membership by special resolution [\[See Article 17.1\]](#), providing the following procedures have been observed -
 - (a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion,
 - (b) the member concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

14. GENERAL MEETINGS [Meetings of Members] - [\[Back to Contents\]](#)

1. The company's first annual general meeting shall be held not later than 18 months after the date of incorporation of the company.
2. An annual general meeting shall be held once in every calendar year (but excluding the year in which the company is formed) at such time and place as may be determined by the council, provided that every annual general meeting must be held not more than fifteen (15) months after the last annual general meeting.
3. The business of each annual general meeting shall include -
 - (a) a report by the chair on the activities of the company,
 - (b) consideration of the annual accounts of the company,
 - (c) the election/re-election of directors, as referred to in [\[Articles 20.1 to 20.4\]](#).
4. All general meetings other than the annual general meeting shall be called general meetings.
5. Subject to (Articles 14.2 above and 14.6 below) the council may convene a general meeting at any time.
6. The council must convene a general meeting if there is a valid requisition by members (under section 303 of the act) or a requisition by a resigning auditor (under section 518 of the act).

15. GENERAL MEETING ATTENDEES - [\[Back to Contents\]](#)

1. The tenant of a property for which a subscription is paid to the company may attend and speak at a general meeting, but may not vote unless he or she is -
 - (a) a special member authorised by the owner of that property to vote,

or

- (b) appointed as a proxy.
2. Other non-members may attend a general meeting with the permission of the council or secretary. [\[Back to Article 19.2\]](#)

16. NOTICE OF GENERAL MEETINGS - [\[Back to Contents\]](#)

1. At least fourteen (14) clear days' written notice of general meetings shall be given to members of the company entitled to receive notices from the company. With the consent of all the members entitled to receive notice, a meeting may be convened by such notice and in such manner as the members may think fit. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any member shall not invalidate any resolution passed, or proceedings occurring at any meeting.
2. The reference to "clear days" in (Article 16.1 above) shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a

notice sent by electronic means, the day after it was sent) and also the day of the meeting, should be excluded.

3. A notice calling a meeting shall specify the time and place of the meeting; it shall (a) indicate the general nature of the business to be dealt with at the meeting and (b) if a special resolution (See Article 17.1 below) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.

4. A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting.

5. Notice of every general meeting shall be given -

(a) in hard copy form,

(b) in writing or (where the individual to whom notice is given has notified the company of an address to be used for the purpose of electronic communication) in electronic form,

or

(c) (subject to the company notifying members of the presence of the notice on the website, and complying with the other requirements of section 309 of the Act) by means of a website.

17. SPECIAL RESOLUTIONS AND ORDINARY RESOLUTIONS - [\[Back to Contents\]](#)

1. For the purposes of these articles, a “special resolution” means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with (Articles 16.1 to 16.5 above); for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the total number of votes cast in relation to the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.

[\[Back to Article 13\]](#)

2. In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the company, by special resolution -

(a) to alter its name,

(b) to alter any provision of these articles or adopt new articles of association.

3. For the purposes of these articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at a general meeting, providing proper notice of the meeting has been given in accordance with (Articles 16.1 to 16.5 above).

18. PROCEEDINGS AT GENERAL MEETINGS - [\[Back to Contents\]](#)

1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be 4 members present in person except as provided in (Article 18.2 below).

2. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting (if convened on the requisition of members) shall be dissolved. If it is an annual general meeting it shall stand adjourned to such time and place as the chairman shall decide. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present (even if less than 4) shall represent a quorum. Two (2) days' notice of the adjourned meeting shall be given to all members.

3. With the consent (by ordinary resolution) of any meeting at which a quorum is present, the chairman may adjourn a meeting to a different time or place as the meeting may determine. If a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given in the same manner as for the original meeting. If a meeting is adjourned for less than ten days, the members shall not be entitled to any notice of an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting at which the adjournment took place.

4. The chairman (if any) of the council shall preside at every general meeting, but if there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for the meeting, or if he is unable or unwilling to preside, the members present shall choose some member of the council, or if no such member is present, or if all the members of the council present decline to take the chair, they shall choose a member of the company who agrees to preside.

5. At all general meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll is demanded in writing by the chairman or by at least fifteen members present in person and entitled to vote. Unless a poll is so demanded a declaration by the chairman of the meeting that a resolution has been carried or has been carried by a particular majority, or lost, or not carried by a particular majority, is conclusive. An entry to that effect in the minute book of the company is conclusive evidence of the result of such a vote (whether by show of hands or poll) without proof of the number or proportion of votes cast.

6. If a poll is demanded as in (Article 18.5 above), it shall be taken at such time and place and in such manner as the chairman of the meeting shall direct and the result of the poll shall be deemed to be a resolution at the meeting at which the poll was demanded.

7. No poll may be demanded regarding the election of the chairman of a meeting, or on any question of adjournment.

8. In the case of an equality of votes either on a show of hands or a poll, the chairman of the meeting shall be entitled to a further or casting vote.

9. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

19. VOTES OF MEMBERS - [\[Back to Contents\]](#)

1. Subject to and as provided in this article, every member property has one vote. If a property is owned by more than one member the owners of that property can decide at the meeting who has the vote. In the case of a special member the owner(s) of the relevant property shall determine who has the vote in respect of that property at any general meeting. Any members owning more than one property for which a subscription

is payable to the company shall have one vote for each property, provided they have paid their annual subscriptions in respect of all the properties they have a responsibility to pay the company a subscription for. If they have not paid their annual subscription in respect of any property they have a responsibility to pay the company a subscription for, they shall not have a vote in respect of that property, until they have paid the annual subscription for that property.

2. No person other than a member duly registered, and who has paid every subscription and other sum (if any) which is payable to the company in respect of his membership shall be entitled to attend or to vote on any question either personally or by proxy or as proxy for another member, at any general meeting except as specified in [\[Articles 15.1 and 15.2\]](#).

3. On a poll votes may be made either in person or by proxies. A proxy must be appointed in writing by the appointer, or if such appointer is a corporation, under its common seal.

4. No person may act as a proxy unless he is appointed to act at the meeting as a proxy for a member. The instrument appointing him must be deposited at the registered office of the company not less than forty-eight (48) hours before the time of holding the meeting at which he proposes to vote.

5. Any instrument appointing a proxy must be in the following form -

Felpham Fields Residents Association Ltd.

(Company Incorporated by Guarantee)
(Registered in Cardiff No. **12683058**)

Registered Office:

XXXXXXXXX Felpham, Bognor Regis, West Sussex, PO22 XXX
www.felphamfields.co.uk

VOTING BY PROXY FORM

I (Name).....

of (Address).....

In the County of.....

being a member of Felpham Fields Residents Association Ltd.

Appoint –

Name.....

of (Address).....

In the County of.....

as my proxy to vote for me and on my behalf at the (Annual) General Meeting of the above
Company, to be held on the day of and at any adjournment of such meeting.

Signed.....

this.....day of20.....

20. COUNCIL OF MANAGEMENT - [\[Back to Contents\]](#)

1. Until otherwise determined by a general meeting, the number of the members of the council shall not be less than three (3) nor more than seven (7).
2. The council may at any time appoint any member of the company as a member of the council, either to fill a casual vacancy or by way of addition to the council provided that the prescribed maximum, as outlined in (Article 20.1 above), is not exceeded. Any member so appointed shall retain his office only until the next annual general meeting but shall then be eligible for re-election.
3. At each annual general meeting, all of the directors shall retire from office, but shall then be eligible for re-election by the members, who may (Subject to Article 20.1 above) elect any member of the company (providing they are willing to act) to be a director.
4. No person who is not a member of the company may in any circumstances be eligible to hold office as a member of the council. [\[Back to Article 14.3 \(c\)\]](#)

21. POWERS OF THE COUNCIL - [\[Back to Contents\]](#)

1. Subject to the provisions of the act, these articles and subject to any directions given by special resolution, the business of the company, its assets and undertakings, shall be managed by the council, who may pay all such expenses of the management of the company as they think fit, and may exercise all the powers of the company and do on behalf of the company all such acts as may be exercised and done by the company under its constitution. No resolution passed by the company in general meeting shall invalidate any prior act of the council, which would have been valid if such resolution had not been passed.
 - (a) A meeting of the council at which a quorum is present may exercise all powers exercisable by the council.
2. The members of the council may act notwithstanding any vacancy in their body. If at any time the members of the council are reduced in number to less than three (3), it shall be lawful for them to act as the council for the general meeting, but not for any other purpose.
3. The council shall (notwithstanding the provisions of the Act) have the power to appoint a secretary and treasurer to the company, for such term and at such remuneration (if any) payable to the same and upon such conditions as the council may think fit and have the power to remove any person(s) so appointed.
4. The council may from time to time by resolution appoint a temporary substitute for the secretary, and any person so appointed shall for all purposes be deemed during the term of his appointment to be secretary.
5. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the council and in the presence of at least one member of the council and of the secretary. The member and secretary must sign every instrument to which the seal is affixed. For any purchaser or person bona fide dealing with the company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

22. TERMINATION OF OFFICE - [\[Back to Contents\]](#)

1. A member of the council must leave office -

(a) if he is declared bankrupt or he makes any arrangement or composition with his creditors,

(b) if he ceases to be a member of the company,

(c) if by notice in writing to the company he resigns his office,

(d) if he ceases to hold office by virtue of any provision of the Act or any provision of statute or law,

(e) they become incapable for medical reasons of fulfilling the duties of their office and such incapacity is expected to continue for a period of more than six months,

(f) they absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove them from office,

(g) they are removed from office by resolution of the directors on the grounds that they are considered to have committed a material breach of the code of conduct for directors in force from time to time as referred to in [\[Article 27.2\]](#),

(h) they are removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.

2. A resolution under (Article 22.1 (g) above) shall be valid only if -

(a) the director who is the subject of the resolution is given reasonable prior written notice by the directors of the grounds upon which the resolution for their removal is to be proposed,

(b) the director concerned is given the opportunity to address the meeting of directors at which the resolution is proposed, prior to the resolution being put to the vote,

and

(c) at least two thirds (to the nearest round number) of the directors then in office vote in favour of the resolution.

23. REGISTER OF DIRECTORS - [\[Back to Contents\]](#)

The directors shall maintain a register of directors, setting out full details of each director, including the date on which they became a director, and also specifying the date on which any person ceased to hold office as a director.

24. PERSONAL INTERESTS - [\[Back to Contents\]](#)

1. A director who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the directors; they will be debarred in terms of [\[Article 26.9\]](#) from voting on the question of whether or not the company should enter into that arrangement.

2. For the purposes of the preceding article, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of theirs **or** any firm of which they are a partner **or** any limited company of which they are a substantial shareholder or director **or** any limited liability partnership of which they are a member **or** any registered society or unincorporated association of which they are a management committee member (or any other party who/which is deemed to be connected with them for the purposes of the Act) , has a personal interest in that arrangement.

3. Provided

(a) they have declared their interest,

(b) they have not voted on the question of whether or not the company should enter into the relevant arrangement,

and

(c) the requirements of Article 24.7 (a) - (c) below) are complied with, a director will not be debarred from entering into an arrangement with the company in which they have a personal interest (or is deemed to have a personal interest under Article 24.2 above) and may retain any personal benefit which they gain from their participation in that arrangement.

4. The directors shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any conflict situation (as defined for the purposes of that section of the Act) that may arise (such that the duty of the director concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation; the directors may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances.

5. For the avoidance of doubt, the provisions of section 175 of the Act and (Article 24.4 above) do not apply to a conflict of interest relating to a transaction or arrangement with the company; conflicts of that kind are regulated by the provisions of (Articles 24.1 to 24.3 above) and [\[Articles 26.9 to 26.12\]](#).

6. No director may serve as an employee (full time or part time) of the company, and no director may be given any remuneration by the company for carrying out their duties as a director.

7. Where a director provides services to the company or might benefit from any remuneration paid to a connected party for such services, then

(a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable,

(b) the directors must be satisfied that it would be in the interests of the company to enter into the arrangement (taking account of that maximum amount),

and

(c) less than half of the directors must be receiving remuneration from the company (or benefit from remuneration of that nature).

8. The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

25. ROTATION OF MEMBERS OF THE COUNCIL - [\[Back to Contents\]](#)

1. At the annual general meeting to be held in every year, two (2) residing members of the council, shall retire from office. A retiring member of the council shall retain his office until the end or adjournment of the meeting at which his successor is elected or the council decides not to fill his place.

2. Members of the council shall retire in order of seniority. Order of seniority means the number of years in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from amongst them by lot.

3. The company shall, at the meeting at which any member of the council retires as above, fill the vacated office of each member by electing new persons to the council unless at the annual general meeting it is decided to reduce the number of members of the council.

4. No-one (unless he is a member of the council retiring at the meeting) shall unless recommended by the council for election be eligible for office on the council at any general meeting unless a proposer has given signed written notice to the secretary and the person proposed for the council has also sent to the secretary a notice in writing indicating his willingness to be elected. Both notices must be sent to the secretary at least twenty-eight (28) days before the annual general meeting.

5. If at any annual general meeting at which an election of members of the council ought to take place, the places of the retiring members, or some of them, are not filled, the retiring members, or such of them as have not had their places filled, and are willing to continue as members of the council, shall be deemed to have been re-elected without further proposal or notice unless it shall be determined at such meeting to reduce the number of members of the council.

6. The company may from time to time in a general meeting increase or reduce the number of members of the council, and determine in what rotation such increased or reduced number shall go out of office and may make the appointments necessary for effecting any such increase or reduction.

7. The company may by special resolution in a general meeting remove any member of the council before the expiration of his period of office and may by ordinary resolution appoint another member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held his office if he had not been removed.

26. PROCEEDINGS OF THE COUNCIL - [\[Back to Contents\]](#)

1. The council shall meet to deal with company business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined four (4) shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman has a second or casting vote.

2. On the written request of three (3) members of the council the secretary must, at any time, summon a meeting of the council by written notice sent to all the members of the council. A member of the council who is absent abroad is not entitled to notice of a meeting.
3. The council shall from time to time elect a chairman who presides at all meetings of the council at which he is present, and may determine for what period he is to hold office. If no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding a meeting, the members of the council present shall choose someone of their number to be chairman of the meeting.
4. A meeting of the members of the council at which a quorum is present is competent to exercise all the powers given to it under the company's constitution.
5. If any member of the council is absent from three (3) consecutive meetings of the council without in the opinion of the council providing a reasonable excuse the council may resolve that such member shall retire from the council and cease to be a member of the council.
6. The directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the directors; for the avoidance of doubt, any such person who is invited to attend a directors' meeting shall not be entitled to vote.
7. All acts bona fide done by any meeting of the council or of any sub-committee of the council, or by any person voting as a member of the council, shall, even though it is later discovered that there was some defect in the appointment of any such member or person, or that all or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the council.
8. A director shall not vote at a directors' meeting (or at a meeting of a committee) on any resolution concerning a matter in which they have a personal interest which conflicts (or may conflict) with the interests of the company; they must withdraw from the meeting while an item of that nature is being dealt with.
9. For the purposes of (Article 26.8 above), a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of theirs **or** any firm of which they are a partner **or** any limited company of which they are a substantial shareholder or director **or** any limited liability partnership of which they are a member **or** any registered society or unincorporated association of which they are a management committee member has a personal interest in that matter. [\[Back to Article 24.1\]](#)
10. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.
11. The company may, by ordinary resolution, suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of (Articles 26.8 to 26.10 above).
12. A resolution in writing or by exchange of e-mails signed by all the members for the time being of the council or of any sub-committee of the council shall be as valid and effectual as if it had been passed at a meeting of the council or of such sub-committee. [\[Back to Article 24.5\]](#)

27. CONDUCT OF DIRECTORS - [\[Back to Contents\]](#)

1. Each of the directors shall, in exercising their functions as a director of the company, act in the interests of the company; and, in particular, must

(a) seek, in good faith, to ensure that the company acts in a manner which is in accordance with its objects,

(b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person,

(c) in circumstances giving rise to the possibility of a conflict of interest between the company and any other party,

(i) put the interests of the company before that of the other party, in taking decisions as a director,

or

(ii) where any other duty prevents them from doing so, disclose the conflicting interest to the company and refrain from participating in any discussions or decisions involving the other directors with regard to the matter in question.

2. Each of the directors shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board of directors from time to time.

[\[Back to Article 22.1 \(g\)\]](#)

3. For the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of directors contained in these articles of association; and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

28. DELEGATION TO SUB-COMMITTEES - [\[Back to Contents\]](#)

1. The council may delegate any of its powers to sub-committees consisting of such member or members of the council or of the company and such other persons (if any) as they think fit, and any sub-committee so formed must follow any regulations imposed on it by the council. The council may also co-opt on to a sub-committee a person who is not a member of the council of the company, if such person can provide a particular skill or expertise.

2. Any delegation of powers under (Article 28.1 above) may be made subject to such conditions as the directors may impose and may be revoked or altered.

3. The rules of procedure for any sub-committee shall be as prescribed by the directors.

29. OPERATION OF BANK ACCOUNTS - [\[Back to Contents\]](#)

1. Cheques drawn on the company's bankers must be signed by two out of the following: The secretary, the treasurer or other authorised signatory (who must be a director). The company's bank account shall be kept with such bank as the council may from time to time determine.

2. Payments may also be made from the company's bank accounts by on-line bank transfer by persons authorised by the council.

30. MINUTES - [\[Back to Contents\]](#)

Proper minutes showing the names of those present must be taken of the proceedings of all meetings of the company and of the council and of sub-committees of the council, and of all business transacted at such meetings. Any minute of any such meeting if signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be conclusive evidence of the contents of the minutes.

31. ACCOUNTING RECORDS AND ANNUAL ACCOUNTS - [\[Back to Contents\]](#)

1. The council shall cause proper books of account to be kept with respect to -

(a) the assets and liabilities of the company,

(b) the income and expenditure of the company,

(c) all sales and purchases of goods and services by the company.

2. The directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

3. The directors shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

4. No member shall (unless they are a director) have any right of inspecting any accounting or other records, or any document of the company, except as conferred by statute or as authorised by the directors as outlined in (Article 31.6 below) or as authorised by ordinary resolution of the company.

5. The books of account shall be kept at the office, or at such other place or places as the council may think fit, and shall be open to the inspection of the members of the council.

6. The company in a general meeting may from time to time make reasonable conditions and regulations as to the time and manner in which members of the company may inspect the accounts and books of the company during business hours.

7. At least once a year the council shall lay before members of the company in a general meeting an income and expenditure account for the period since the last preceding account, a balance sheet and a council report. Copies of such account, balance sheet and reports shall be sent to every member of the company.

32. NOTICES - [\[Back to Contents\]](#)

1. A notice may be served by the company upon any member under these articles and shall be given either in writing or by electronic means; such a notice may be given personally to the member *or* be sent by post in a pre-paid envelope addressed to the member at the address shown in the register of member *or* (in the case of a member who

has notified the company of an address to be used for the purpose of electronic communications) may be given to the member by electronic means.

2. Any member of the company whose address (as shown in the register of members) is not within the United Kingdom, may give the company an address within the United Kingdom at which notices may be served upon him and he shall be entitled to have notices served upon him at that address. Any member whose address (as shown in the register of members) is outside the United Kingdom and who has not supplied the secretary with an alternative address within the United Kingdom is not entitled to receive any notice from the company unless he has requested notice by electronic means.

3. Any notice, if sent by first class post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and a record of posting obtained.

4. Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

33. WINDING UP - [\[Back to Contents\]](#)

1. Subject to the Insolvency Act 1986 the company must be wound up voluntarily if a special resolution is passed requiring the company to be so wound up.

2. If the company is wound up the assets remaining after payment of the debts and liabilities of the company and the costs of liquidation, shall be divided equally among those persons who were members of the company at the commencement of the winding up. The members of the company may however by special resolution donate such sum or sums as they think fit to some other institution or institutions having charitable objects or objects similar to those of the company.

34. INDEMNITY - [\[Back to Contents\]](#)

Every director or other officer or auditor of the company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the company against any loss or liability which they may sustain or incur in connection with the execution of the duties of their office; that may include, without prejudice to that generality (but only to the extent permitted by those sections of the Act), any liability incurred by them in defending any proceedings (whether civil or criminal) in which judgement is given in their favour or in which they are acquitted **or** any liability in connection with an application in which relief is granted to them by the court from liability for negligence, default or breach of trust in relation to the affairs of the company.

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