
ELSEA PARK COMMUNITY TRUST

Company No: 4219277

Articles of Association

Adopted by a special resolution
of the Company passed on 9th November 2015



B S Cook
Company Secretary

THURSDAY



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
ELSEA PARK COMMUNITY TRUST (the "Company")
(Adopted by special resolution passed on 9th November 2015)

INTRODUCTION

1 Interpretation

1 1 In these Articles, unless the context otherwise requires

Act: means the Companies Act 2006,

Appointor: has the meaning given in article 19 1,

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

Board: means the Developer Director, District Council Director, Land Owner Director, Owner Directors, School Director and Town Council Director, each being a Director,

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

Chairman: has the meaning given in article 12,

Chairman of the Meeting: has the meaning given in article 27 3

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,

Conflict: means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company,

Co-opted Director: has the meaning given in article 18 2

Declaration Trustees: means Adam George Andrew Cooke, Peter Edward, Delanoix Cooke, Michael William North and Judith Turner being appointed as such under the 106 Agreement

Developer Director: means a Director of the Company appointed by the Land Developers in accordance with article 10 3,

Director: means a director of the Company, and includes any person occupying the position of director, by whatever name called,

District Council Director: means a Director of the Company appointed by South Kesteven District Council in accordance with article 10 4,

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to article 14, any Director whose vote is not to be counted in respect of the particular matter),

Eisea Park: means Eisea Park Bourne Lincolnshire,

Interested Director: has the meaning given in article 13 1,

Land Developers: means a commercial developer of land at Eisea Park who became such pursuant to the 106 Agreement and who holds the legal title to a parcel or parcels of land at Eisea Park of a sufficient aggregate size to be viable for commercial development,

Land Owners: means Adam Cooke, Peter Cooke, The Cooke Family Trustees, Bourne Farms pursuant to the 106 Agreement,

Land Owner Director: means a Director of the Company appointed by the Land Owners in accordance with article 10 5,

Member: means a member of the Company, and

Ordinary Resolution: has the meaning given in section 282 of the Companies Act 2006,

Owner Director: means a Director of the Company who must be the legal owner of a Property and who has been elected in accordance with article 10 6,

Participate: in relation to a Directors' meeting, has the meaning given in article 9,

Property: means a freehold or leasehold property situated in Eisea Park,

Proxy Notice: has the meaning given in article 34,

School Director: means a Director of the Company appointed by Eisea Park Primary School in accordance with article 10 7,

Special Resolution: has the meaning given in section 283 of the Companies Act 2006,

Subsidiary has the meaning given in section 1159 of the Companies Act 2006,

Town Council Director: means a Director of the Company appointed by Bourne Town Council in accordance with article 10 8, and

Writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

106 Agreement: means the section 106 agreement in respect of Elsea Park

1 2 Save as otherwise specifically provided in these Articles subject to which and unless
the context otherwise requires, words and expressions which have particular
meanings in the Act shall have the same meanings in these Articles

1 3 Headings in these Articles are used for convenience only and shall not affect the
construction or interpretation of these Articles

1 4 A reference in these Articles to an "**article**" is a reference to the relevant article of
these Articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or
subordinate legislation is a reference to it as it is in force from time to time, taking
account of

1 5 1 any subordinate legislation from time to time made under it, and

1 5 2 any amendment or re-enactment and includes any statute, statutory
provision or subordinate legislation which it amends or re-enacts

1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any
similar expression shall be construed as illustrative and shall not limit the sense of
the words preceding those terms

2 **Object**

2 1 The objects of the Company are to

2 1 1 pursue any charitable purpose for the benefit of people who live or work in
Elsea Park and its environs in the county of Lincolnshire (hereinafter
referred to as "the area of benefit"), without distinction of sex sexual
orientation race or of political religious or other opinions by associating
together the said inhabitants and the local authorities voluntary and other
organisations in a common effort to advance education and to provide
facilities in the interests of social welfare for recreation and leisure-time
occupation with the object of improving the conditions of life for the said
inhabitants,

2 1 2 maintain and manage a community centre (whether alone or in co-
operation with any local authority or other person or body) in furtherance
of these objects,

- 2 1 3 promote the use of public transport, cycleways, pedestrian links, car sharing schemes and other such transport initiatives as shall be compatible with the objects of the Company,
 - 2 1 4 establish or secure the establishment of play spaces and open recreational and amenity spaces within the area of benefit and maintain and manage the same, and,
 - 2 1 5 promote such other charitable purposes as may from time to time be determined
- 2 2 In furtherance of the above but not otherwise, the Company shall have the following powers
- 2 2 1 to own and manage land and buildings in the area of benefit for charitable purposes,
 - 2 2 2 to co-operate with statutory, voluntary and other bodies which are supportive of the aims of the Company,
 - 2 2 3 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects,
 - 2 2 4 to publish books, pamphlets, reports, leaflets, journals, films and instructional matter,
 - 2 2 5 to run lectures, seminars, conferences and courses,
 - 2 2 6 to raise funds and invite and receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same, provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects,
 - 2 2 7 subject to such consents as may be required by law (if any) to borrow or raise money for the Company on such terms and on such security as may be thought fit,
 - 2 2 8 to establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects,
 - 2 2 9 to undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects,

- 2 2 10 to invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to Company's articles of association,
- 2 2 11 to sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the Company's articles of association,
- 2 2 12 to engage or employ such personnel (not being members of its Board), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company,
- 2 2 13 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to open and operate bank accounts and other facilities for banking in the name of the Company, and
- 2 2 14 to do all such other lawful things as may be necessary for the attainment of the above objects or any of them

PROVIDED THAT

- 2 3 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- 2 4 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property that may come into their hands the Board (being the Directors of the Company) shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as the Board would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Board but they shall, as regards such property, be subject jointly and separately to such control and authority as if the Company were not incorporated,
- 2 5 The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

2 6 In carrying out its objects, the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally

3 Powers

3 1 In pursuance of the object set out in article 2, the Company has the power to

3 1 1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,

3 1 2 borrow and raise money in such manner as the Directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,

3 1 3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,

3 1 4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,

3 1 5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,

3 1 6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the principal object in any way,

3 1 7 pay any reasonable expenses which the Directors properly incur in connection with

- 3 1 7 1 the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same,
- 3 1 7 2 meetings of Directors or committees of Directors,
- 3 1 7 3 general meetings,
- 3 1 7 4 separate meetings of the holders of debentures of the company, or
- 3 1 7 5 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company,
- 3 1 8 enter into contracts to provide services to or on behalf of other bodies,
- 3 1 9 provide and assist in the provision of money, materials or other help,
- 3 1 10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 1 11 incorporate subsidiary companies to carry on any trade, and
- 3 1 12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2

4 Not for distribution

- 4 1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in article 2
- 4 2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of
 - 4 2 1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company, including director emoluments,
 - 4 2 2 any interest on money lent by any Member or any Director at a reasonable and proper rate,
 - 4 2 3 reasonable and proper rent for premises demised or let by any Member or Director, or
 - 4 2 4 reasonable out-of-pocket expenses properly incurred by any Director

5 Winding up

- 5 1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or

distributed to such Members but shall be transferred to another body (charitable or otherwise)

5 1 1 with objects similar to those of the Company, and

5 1 2 which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members at the time of winding-up or dissolution

6 Guarantee

6 1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

6 1 1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

6 1 2 payment of the costs, charges and expenses of the winding up, and

6 1 3 adjustment of the rights of the contributories among themselves

DIRECTORS

7 Unanimous decisions

7 1 Subject to the articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

7 2 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 7

7 3 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter

7 4 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing

7 5 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

8 Calling a Directors' meeting

8 1 Any Director may call a Directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice

- 8 2 Notice of a Directors' meeting shall be given to each Director in writing
- 8 3 A Director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Directors' meeting
- 9 **Quorum for Directors' meetings**
- 9 1 Subject to article 9 2, the quorum for the transaction of business at a meeting of Directors is any three Eligible Directors including at least two Owner Directors
- 9 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 14 1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director
- 9 3 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision
- 9 3 1 to appoint further Directors, or
- 9 3 2 to call a general meeting so as to enable the Members to appoint further Directors
- 9 4 Subject to the articles, Directors Participate in a Directors' meeting, or part of a Directors' meeting, when
- 9 4 1 the meeting has been called and takes place in accordance with the articles, and
- 9 4 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 9 5 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other
- 9 6 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
- 10 **Appointment of Directors**
- 10 1 Any person who is willing to act as a Director to fill a vacancy in the number of Owner Directors, and is permitted by law to do so, may be appointed to be a Director to fill such vacancy until the next annual general meeting
- 10 2 In any case where, as a result of death, the company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a Director
- 10 3 **Developer Director**
- For so long as one or more Land Developers are the registered title holders of a part or parts of Elsea Park which are of sufficient size to be capable to commercial development, they shall be entitled to appoint a Director to the Board Such

appointment shall be made by the Land Developers giving written notice to the Company, being signed for and on behalf of the Land Developers. In the event of disagreement over the individual appointed as the Developer Director, the Chairman's decision shall be final.

10.4 District Council Director

The District Council may, by notice in writing to the Board signed for and on behalf of the District Council Leader, nominate an individual to be a Director (being the District Council Director) of the Company. Upon receiving a nomination, the Board shall, at the next Board meeting consider the nomination and shall resolve whether to accept or decline the nomination. Where the nomination is declined, the District Council shall have the right to make such further nominations as are necessary to ensure an appointment to the Board. The District Council may remove the District Council Director from office by serving written notice of such removal, again signed for and on behalf of the District Council Leader.

10.5 Land Owner Director

For so long as one or more Land Owners are the registered title holders of a part or parts of Elsea Park which are of sufficient size to be capable to commercial development, they shall be entitled to appoint a Director to the Board. Such appointment shall be made by the Land Owners giving written notice to the Company, being signed for and on behalf of the Declaration Trustees. In the event of disagreement over the individual appointed as the Land Owner Director, the Chairman's decision shall be final.

10.6 Owner Directors

Any owner of a Property who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director by an ordinary resolution.

All Owner Directors shall be appointed to the Board until the next AGM, at which time they shall resign from their position but shall be permitted to stand for re-appointment to the Board.

Subject to the provisions of this article 10.6, the Board shall be permitted to fill any vacancies in the number of Owner Directors.

10.7 School Director

For so long as the School is in operation, it may, by written notice to the Board signed for and on behalf of the School's board of governors, appoint a Director (being the School Director) of the Company who must also hold the position of a governor of the School. Upon receiving a nomination, the Board shall, at the next Board meeting consider the nomination and shall resolve whether to accept or decline the nomination. Where the nomination is declined, the School shall have the right to

make such further nominations as are necessary to ensure an appointment to the Board. The School may remove the School Director from office by serving written notice of such removal, again signed for and on behalf of the School's Board of Governors. Any appointment under this article 10.7 shall terminate immediately upon the School Director ceasing to hold the position of a governor of the School.

10.8 Town Council Director

The Town Council may, by written notice to the Board signed for and on behalf of the Town Council Leader, appoint a Director (being the Town Council Director) of the Company. Upon receiving a nomination, the Board shall, at the next Board meeting consider the nomination and shall resolve whether to accept or decline the nomination. Where the nomination is declined, the Town Council shall have the right to make such further nominations as are necessary to ensure an appointment to the Board. The Town Council may remove the Town Council Director from office by serving written notice of such removal, again signed for and on behalf of the Town Council Leader's

11 Removal of Directors

11.1 In addition to the provisions of article 10 a person ceases to be a Director as soon as

11.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law,

11.1.2 a bankruptcy order is made against that person,

11.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts,

11.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,

11.1.5 notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or

11.1.6 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office should be vacated

12 Chairman and casting vote

12.1 The position of Chairman shall always be held by an Owner Director and shall be appointed (and may be removed) by a majority decision of the Board. If the Chairman

- is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it
- 12 2 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman or other Director chairing the meeting has a casting vote
- 12 3 Article 12 2 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting)
- 13 **Directors' conflicts of interest**
- 13 1 The Directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest
- 13 2 Any authorisation under this article 13 shall be effective only if
- 13 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine,
- 13 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- 13 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 13 3 Any authorisation of a Conflict under this article 13 may (whether at the time of giving the authorisation or subsequently)
- 13 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
- 13 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
- 13 3 3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
- 13 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
- 13 3 5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his

position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and

- 13 3 6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters
- 13 4 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict
- 13 5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 13 6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 13 7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 13 7 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 13 7 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- 13 7 3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or Participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- 13 7 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,

- 13 7 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 13 7 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 13 8 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting
- 13 9 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to Participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive
- 13 10 If any question as to the right to Participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 14 Delegation of Powers and Committees**
- 14 1 Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles
- 14 1 1 to such person or committee,
- 14 1 2 by such means (including by power of attorney),
- 14 1 3 to such an extent,
- 14 1 4 in relation to such matters or territories, and
- 14 1 5 on such terms and conditions
- as they think fit
- 14 2 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Directors

- 14 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
- 14 4 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 14 5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

15 Directors' Remuneration

- 15 1 Directors may undertake any services for the company that the Directors decide
- 15 2 Owner Directors are entitled to remuneration as the Directors determine
 - 15 2 1 for their services to the company as Directors, and
 - 15 2 2 for any other service which they undertake for the Company
- 15 3 Subject to the articles, an Owner Director's remuneration may
 - 15 3 1 take any form, and
 - 15 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director
- 15 4 The maximum annual remuneration that may be paid to an Owner Director is an amount equal to the yearly charge (as defined in the form of deed of covenant to be entered into by legal owners of a Property) in respect of the relevant period, such amount to be paid quarterly in arrears
- 15 5 Unless the Directors decide otherwise, Owner Directors' remuneration accrues from day to day
- 15 6 Directors other than Owner Directors shall not be entitled to remuneration for their services to the company as Director but may agree arm's length terms with the Company for other services to be provided to the Company by that Director other than in his or her capacity as a Director
- 15 7 Unless the Directors decide otherwise, Directors are not accountable to the company for any remuneration which they receive as Directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

16 Records of decisions to be kept

- 16 1 The Directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

16 2 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye

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

17 1 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

18 **Number of Directors**

18 1 Subject to articles 18 2 and article 10, the Board shall consist of

18 1 1 one Developer Director,

18 1 2 one District Council Director,

18 1 3 one Land Owner Director,

18 1 4 no less than 5 and no more than 9 Owner Directors,

18 1 5 one School Director, and

18 1 6 one Town Council Director

18 2 In addition to those positions set out at article 18 1, the Directors may appoint additional Directors (each a **Co-opted Director**) to the Board for the purposes of engaging in specific projects and/or advising on specific matters Any such Director shall be appointed to the Board by a majority decision and may be removed from office at any time and for any reason by a majority decision of the Board (excluding the vote of the Co-opted Director in question)

19 **Appointment and removal of alternate Directors**

19 1 Any Director (other than an alternate Director) (**Appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

19 1 1 exercise that Director's powers, and

19 1 2 carry out that Director's responsibilities

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

19 2 Any appointment or removal of an alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors

19 3 The notice must

19 3 1 identify the proposed alternate, and

19 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice

20 Rights and responsibilities of alternate Directors

20 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

20 2 Except as the Articles specify otherwise, alternate Directors

20 2 1 are deemed for all purposes to be Directors,

20 2 2 are liable for their own acts and omissions,

20 2 3 are subject to the same restrictions as their Appointors, and

20 2 4 are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a Member

20 3 A person who is an alternate Director but not a Director

20 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

20 3 2 may Participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not Participate), and

20 3 3 shall not be counted as more than one Director for the purposes of articles 16 3(a) and (b)

20 4 A Director who is also an alternate Director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that an Appointor for whom he exercises a separate vote 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

20 5 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive any remuneration from the Company for serving as an alternate Director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct

21 Termination of alternate Directorship

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

- 21 1 1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 21 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
- 21 1 3 on the death of the alternate's Appointor, or
- 21 1 4 when the alternate Director's Appointor ceases to be a Director for whatever reason

22 Secretary

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors

23 Application for membership

- 23 1 No person shall become a Member unless he has completed an application for membership in a form approved by the Directors from time to time. A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Company Secretary
- 23 2 Such an applicant must be the registered legal owner of a Property and an applicant, shall, upon request by the Board, provide such evidence as the Board may require for the purpose of satisfying itself that this requirement has been fulfilled
- 23 3 In the case of a Property in respect of which the legal title is vested in more than one person, some or all such persons (to a maximum of four) shall be entitled to become an Member jointly
- 23 4 The Directors may decline to accept any application for membership and need not give reasons for doing so

24 Cessation of membership

- 24 1 A Member shall immediately cease to be a Member if he
 - 24 1 1 resigns in writing giving 7 days' notice to the Company in writing,
 - 24 1 2 ceases to fulfil the criteria for qualifying as a Member as set out at article 23;
 - 24 1 3 dies, or

- 24 1 4 becomes bankrupt, is wound up or goes into liquidation or other form of insolvency related proceedings
- 24 2 The Board may terminate the membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the Directors
 - 24 2 1 he is guilty of conduct which the Company or any or all of the Members and Directors into disrepute, or
 - 24 2 2 he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole, or
 - 24 2 3 he has failed to observe the terms of these Articles, or
 - 24 2 4 fails to pay any monies due to the Company within three months of it becoming due and the Board resolves that the Member should cease to be a Member,

Following such termination, the Member shall be removed from the Register of Members by the Company Secretary

- 24 3 Where a Member ceases to be such pursuant to article 24, the notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated The Directors must consider any representations made by the Member and inform the Member of their decision following such consideration There shall be no right to appeal from a decision of the Directors to terminate the membership of a Member

DECISION MAKING BY MEMBERS

25 Attendance and speaking at general meetings

- 25 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
- 25 2 A person is able to exercise the right to vote at a general meeting when
 - 25 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 25 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 25 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

25 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

25 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

26 Quorum for general meetings

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

27 Chairing general meetings

27 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

27 2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

27 2 1 the Directors present, or

27 2 2 (if no Directors are present), the meeting, must appoint a Director or member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting

27 3 The person chairing a meeting in accordance with this article is referred to as "the Chairman of the Meeting"

28 Attendance and speaking by Directors and non-members

28 1 Directors may attend and speak at general meetings, whether or not they are members

28 2 The Chairman of the Meeting may permit other persons who are not members of the Company to attend and speak at a general meeting

29 Adjournment

29 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it

29 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if

29 2 1 the meeting consents to an adjournment, or

29 2 2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or

ensure that the business of the meeting is conducted in an orderly manner

29 3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting

29 4 When adjourning a general meeting, the Chairman of the Meeting must

29 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

29 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

29.5 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)

29 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and

29 5 2 containing the same information which such notice is required to contain

29 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

30 **Votes of members and quorum**

30 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles

30 2 Subject to the Act, at any general meeting every Member who is present in person (or by proxy) shall on a show of hands and on a poll have one vote on any particular resolution

30 3 No business shall be transacted at a general meeting unless there is a quorum and unless otherwise determined by an ordinary resolution of the Members a quorum shall be three Members

31 **Poll votes**

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

32 **Errors and disputes**

32 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

32 2 Any such objection must be referred to the Chairman of the Meeting whose decision is final

33 Poll votes

33 1 A poll on a resolution may be demanded

33 1 1 in advance of the general meeting where it is to be put to the vote, or

33 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

33 2 A demand for a poll may be withdrawn if

33 2 1 the poll has not yet been taken, and

33 2 2 the Chairman of the Meeting consents to the withdrawal

33 3 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

33 4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs

34 Content of Proxy Notices

34 1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which

34 1 1 states the name and address of the member appointing the proxy,

34 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

34 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine,

34 1 4 is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate, and

34 1 5 a Proxy Notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting

34 2 The company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

34 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

34 4 Unless a Proxy Notice indicates otherwise, it must be treated as

34 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

34 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

35 Delivery of Proxy Notices

35 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

35 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

35 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

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

36 Joint holders

In the case of joint members the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members

37 Annual General meetings

37 1 The Board shall, in each calendar year, convene an annual general meeting (AGM) of the Company and shall specify the meeting as such in the notices convening it

37 2 Each AGM shall be held not less than 12 months and not more than fifteen months after the last preceding AGM

37 3 The business of an AGM shall comprise

37 3 1 the consideration of the accounts and reports presented by the Board,

37 3 2 appointments to the Board for the following year,

37 3 3 the appointment and the fixing of the remuneration of the auditor or auditors,

37 3 4 the remuneration of the Board for the following year,

37 3 5 such other business as may have been specified in the notice calling the meeting

ADMINISTRATIVE ARRANGEMENTS

38 Means of communication to be used

- 38 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
- 38 2 Subject to the articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 38 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
- 38 4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 38 4 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- 38 4 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 38 4 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 38 4 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day

- 38 5 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

39 Indemnity and insurance

39 1 Subject to article 39 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

39 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

39 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 39 1 2 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

39 2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

39 3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

39 4 In this article

39 4 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

39 4 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

39 4 3 a "relevant officer" means any Director or other officer or former Director or other officer of the Company

40 Amendments to resolutions

40 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

40 1 1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and

40 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution

40 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

40 2 1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

40 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

40 3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution

41 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member

42 Provision for employees on cessation of business

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