

THE MANSION
OTTERSHAW PARK, SURREY. KT16 0QG

OPMLIMITED

ANNUAL GENERAL MEETING ON 13TH OCTOBER 2020 AT 5:30PM

Dear Fellow Residents,

On behalf of the Management Committee, I hope that you are all well, somewhat refreshed from the summer holidays and not too restricted from the current situation.

I am pleased to be writing to you to invite you to our Annual General Meeting on 13th October 2020 via Zoom at 5:30pm. A Zoom link will be sent to you.

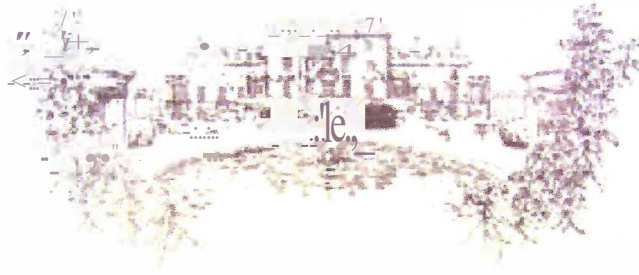
The AGM is a very important one, as we shall be:

- introducing new protocols for the Management Committee and endorsing a newly elected Committee;
- hopefully voting on a modernised set of Articles for the company;
- approving the 2021 Service Charge Budget; and
- receiving an update on the Pool & Recreation Room project.

The past 18 months, since the Niven Suite fire, followed by the Covid-19 situation, has led to immense stress in every community, and The Mansion has been no exception. You have all witnessed this via the copious emails which have been exchanged - some of them on the fringes of deep frustration with rules or decisions which the Management Committee has considered necessary for the safeguarding of health and safety or the effective management of the estate. As a consequence of this disruptive period, we have all looked closely at the style and method of management and tried to ensure that, at all times, we as a group ensure that we take decisions and act in the interests of the Mansion community as a whole.

Against this backdrop, we have, as a Committee, decided to step down in order to resubmit ourselves (along with new members in an expanded, approximately 10 member, Management Committee) for re-election. In addition, we propose the adoption of formal Terms of Reference for the Management Committee which endorse the values which have historically applied.

You will all be aware that the past year, with all the projects and differences of opinion made public, has not been an easy one. I am therefore immensely grateful to every Committee member, and as you will see from the reports when we come to



THE MANSION
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discuss the budget, every aspect of the Mansion estate has been cared for in spite of these difficult circumstances.

As we move forward with a refreshed Committee and renewed resolve to improve our environment in The Mansion, I truly encourage you to consider how you can help to serve the community- by joining the Committee (see the enclosed election rules) and/or assisting positively from the sidelines on specific projects where you may have an interest or expertise.

Finally, I want to thank every member of the Management Committee who has served with exceeding dedication over these trying times. In particular, I want to thank Paul Arengo-Jones who has taken on a huge burden of work, mediation and negotiation of Mansion issues and has dealt with them with great fortitude and good humour. I also want to thank Neil Drummond who has, behind the scenes, along with Peter Bennett, managed the Mansion's finances with skill and care. We say goodbye to Julian Forsyth who is leaving the Mansion, along with Sarah Bond who have contributed much to our community over the years. Mary Turner has taken over from Sarah and continued the exceptional work in maintaining and improving our gardens. And, to Harald Karlsen for overseeing our health and safety, as well as the aftermath of the Niven Suite fire. To all of you, many thanks on behalf of the community.

I am looking forward to welcoming you to the AGM and having a refreshing and optimistic discussion. In the meantime, stay well and safe.

Kind regards,

Russell Jacobs



THE MANSION
OTTERSHAW PARK, SURREY. KT16 0QG

RESIDENTS' ANNUAL GENERAL MEETING

Tuesday 13th October 2020

By Zoom at 1730hrs (UK time)

DRAFT AGENDA

1. Apologies.
2. Minutes of Previous Meeting.
3. Confirmation of the Approval of the 2019 Accounts.
4. Approval of Service Charge Budget for FY 2021.
5. Outcome of Vote regarding OPM Ltd Management Committee.
6. Approval of Terms of Reference for the Management Committee.
7. Confirmation of Membership of the Management Committee.
8. Adoption of updated Articles of Association of OPM Ltd.
9. Current Projects Report including Pool and Recreation Room Refurbishment.
10. Any Other Business.
11. Date of Next Meeting.

OTTERSHAW PARK MANSION LIMITED
(LIMITED BY GUARANTEE)
(Reg. No. 1579274)

REPORT AND FINANCIAL STATEMENTS

For the year ended 31 December 2019

STURMANS
ACCOUNTANTS

OTTERSHAW PARK MANSION LIMITED

Chairman: R Jacobs

Treasurer: N. Drummond

Accountants: Sturmans
Accountants

Bankers: Santander Business Banking
Barclays Bank PLC

Registered Office: The Mansion
Ottershaw Park
Ottershaw
Surrey
KT16 OQG

<u>Contents</u>	<u>Page No.</u>
Notice of Annual General Meeting	2.
Report of the Management Committee	3./4.
Income and Expenditure Account	5.
Balance Sheet	6/7.
Cash Flow Statement	8.
Notes to the Financial Statements	9./10.
Detailed Income and Expenditure Account	11.
Notes to the Detailed Income and Expenditure Account	12/13.

OTTERSHAW PARK MANSION LIMITED

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the members of Ottershaw Park Mansion Limited will be held at The Mansion, Ottershaw Park, Ottershaw, Surrey, KT16 OQG at 5.00 pm on Sunday 10th May 2020 to transact the following business:

1. To receive the Management Committee's report and financial statements for the year ended 31 December 2019.
2. To appoint Sturmans as accountants to the company.
3. To authorise the Management Committee to fix the remuneration of the accountants.
4. To transact any other business of the company.

BY ORDER OF THE MANAGEMENT COMMITTEE

Dated: 14 April 2020

The Mansion
Ottershaw Park
Ottershaw
Surrey
KT16 OQG

P Arengo Jones
Director

Notes

1. A member entitled to attend and vote may appoint one or more proxies to attend and, on a poll, vote instead of him. To be valid forms of proxy must be received by the company at least forty-eight hours before the time of the meeting. A proxy need not be a member of the company.
2. No contracts of service exist between the company and the directors.

OTTERSHAW PARK MANSION LIMITED

REPORT OF THE MANAGEMENT COMMITTEE

For the year ended 31 December 2019

The Management Committee submits its report together with the financial statements for the year ended 31 December 2019.

Review of operations

The company does not trade for profit. Its principal activity during the year was the management of Ottershaw Park Mansion – a property comprising twenty four individual residential units.

The company's total income for the year amounted to £198,000 (2018 - £185,400) which was applied to its expenditure of £152,733 (2018 - £116,626) on general services, maintenance, repairs and improvements.

Reserves and dividends

No dividend is proposed.(2018- £Nil). The remaining surplus on Income and Expenditure account amounting to £101,646 (2018 - £56,110) is to be carried forward.

Directors

The names of the people who, at any time during the year were directors of the company are:-

P Arengo Jones
G Leon-Smith
R Jacobs

Directors responsibilities

Company law requires the directors to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the company and of the surplus or deficit of the company for that period. In preparing those financial statements the directors are required to:-

- (i) select suitable accounting policies and then apply them consistently;
- (ii) make judgements and estimates that are reasonable and prudent;
- (iii) prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue its operations.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company, and to enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

OTTERSHAW PARK MANSION LIMITED

REPORT OF THE MANAGEMENT COMMITTEE

For the year ended 31 December 2019

Continued

Auditors

The Management Committee decided to dispense with a formal audit for 2015 and subsequent years. A resolution proposing the re- appointment of Sturmans as accountants to the company will be put to the members at the Annual General Meeting.

BY ORDER OF THE MANAGEMENT COMMITTEE

Dated: 14 April 2020

The Mansion
Ottershaw Park
Ottershaw
Surrey
KT16 OQG

P Arengo Jones
Director

OTTERSHAW PARK MANSION LIMITED

INCOME AND EXPENDITURE ACCOUNT

For the year ended 31 December 2019

		<u>2019</u>	<u>2018</u>
	<u>Note</u>	<u>£</u>	<u>£</u>
<u>Operating income</u>	4	198,000	185,400
Operating charges	5	(150,994)	(114,936)
		_____	_____
<u>Gross surplus/(deficit)</u>		47,006	70,464
Administrative expenses	5	(1,739)	(1,690)
		_____	_____
<u>Operating surplus/(deficit)</u>		45,267	68,774
Interest receivable		332	115
		_____	_____
<u>Surplus/(deficit) before taxation</u>		45,599	68,889
Transfer from general reserves		-	-
Tax on investment income	6	(63)	(22)
		_____	_____
<u>Surplus after taxation</u>		45,536	68,867
Transfer from general reserves		-	-
Transfer to Buildings Reserve		-	(15,000)
Transfer to Projects Reserve		-	(15,000)
Surplus brought forward		56,110	17,243
		_____	_____
<u>Surplus carried forward</u>		101,646	56,110
		_____	_____

Notes

- (i) No operations were acquired or discontinued during the year to 31 December 2019 or during the preceding year.
- (ii) The company had no recognised gains or losses in the year to 31 December 2019 or the preceding year other than its surplus for each year.

OTTERSHAW PARK MANSION LIMITED

BALANCE SHEET AT 31 DECEMBER 2019

		<u>2019</u>	<u>2018</u>
	<u>Note</u>	<u>£</u>	<u>£</u>
<u>ASSETS</u>			
<u>Fixed assets</u>			
Tangible assets	3.3	1	1
<u>Current assets</u>			
Debtors		-	-
Accrued income		-	-
Prepayments		14,686	11,525
Cash at bank		198,261	110,695
		<hr/>	<hr/>
		212,947	122,220
<u>Creditors: amounts falling due within one year</u>		<hr/>	<hr/>
Current corporation tax		119	56
Accruals and deferred income		38,142	6,055
Aviva fire fund		13,041	-
		<hr/>	<hr/>
		51,302	6,111
		<hr/>	<hr/>
<u>Net current assets</u>		161,645	116,109
		<hr/>	<hr/>
<u>Total assets less current liabilities</u>		161,646	116,110
		<hr/>	<hr/>
<u>REPRESENTED BY</u>			
Income and expenditure account		101,646	56,110
Buildings Reserve	7	30,000	30,000
Projects Reserve	8	30,000	30,000
		<hr/>	<hr/>
		161,646	116,110
		<hr/>	<hr/>

OTTERSHAW PARK MANSION LIMITED

CASH FLOW STATEMENT

For the year ended 31 December 2019

	<u>2019</u>	<u>2018</u>
	<u>£</u>	<u>£</u>
<u>Net cash inflow from operating activities</u>	87,234	50,402
<u>Returns on investments and servicing of finance</u>		
Interest receivable	332	115
<u>Tax paid</u>	-	(30)
	_____	_____
<u>Net cash inflow</u>	87,566	50,487
	_____	_____

Notes to cash flow statement

1. Reconciliation of operating surplus to net cash inflow from operating activities

Operating surplus	45,267	68,774
Increase in debtors/prepayments	(3,161)	(2,875)
Increase/(decrease) in accrued income/accruals	45,128	(15,497)
	_____	_____
Net cash inflow/(outflow) from operating activities	87,234	50,402
	_____	_____

2. Analysis of changes in net funds during the year

Balance at 1.1.19	110,695	60,208
Net cash inflow	87,566	50,487
	_____	_____
Balance at 31.12.19	198,261	110,695
	_____	_____

Net funds are comprised of cash at bank.

OTTERSHAW PARK MANSION LIMITED

NOTES TO THE FINANCIAL STATEMENTS

For the year ended 31 December 2019

1. Company status

The company is limited by the guarantee of its members and does not have a share capital. At 31 December 2019 the company had 24 members and the guarantee of each member is limited to £100.

2. Accounting convention

The financial statements have been prepared under the historical cost convention.

3. Accounting policies

3.1 General

The financial statements have been prepared in accordance with the fundamental accounting concepts and applicable Accounting Standards, except where otherwise stated.

3.2 Capital expenditure

The prime responsibility of the company is to maintain, refurbish and where appropriate, furnish the Mansion and grounds, to the highest practical standard. In consequence all expenditure irrespective of nature, is charged against revenue in the year in which payment is incurred, and is not amortised over the anticipated life of the asset acquired. This policy reflects the fact that any permanent enhancement arising from capital expenditure or improvement is for the benefit of the leaseholders, and is not reflected in the value of the management company.

3.3 Freehold title

The freehold title of The Mansion, Ottershaw Park, Ottershaw, Surrey was formally registered in the name of Ottershaw Park Mansion Limited on 31 August 1990. The costs arising have been charged against income in the years in which they were incurred. The current insured value of The Mansion is £28,658,833. The freehold is reflected in the Financial Statements at its nominal cost of £1.

4. Operating income

Operating income represents charges levied for services provided and for expenditure incurred on behalf of the company's members, and miscellaneous income.

5. Operating charges and administrative expenses

Operating charges and administrative expenses include VAT where applicable. Administrative expenses are made up as follows:-

	<u>2019</u>	<u>2018</u>
	<u>£</u>	<u>£</u>
Accountants remuneration and costs	1,580	1,640
Bank charges & interest	-	-
Other expenses	159	50
	<hr/>	<hr/>
	1,739	1,690
	<hr/>	<hr/>

OTTERS Shaw PARK MANSION LIMITED

NOTES TO THE FINANCIAL STATEMENTS

For the year ended 31 December 2019

Continued

6. Tax on investment income

	<u>2019</u>	<u>2018</u>
	<u>£</u>	<u>£</u>
Based on taxable income for the year:		
Corporation tax at 19%	63	22
	<hr/>	<hr/>
	63	22
	<hr/>	<hr/>

7. Buildings Reserve

Balance at 31.12.18	30,000	15,000
Transfer from Income and expenditure account	-	15,000
	<hr/>	<hr/>
Balance at 31.12.19	30,000	30,000
	<hr/>	<hr/>

8. Projects Reserve

Balance at 31.12.18	30,000	15,000
Transfer from Income and expenditure account	-	15,000
	<hr/>	<hr/>
Balance at 31.12.19	30,000	30,000
	<hr/>	<hr/>

9. Capital commitments

Expenditure contracted for at 31 December 2019 but not provided in the financial statements amounted to £Nil (31 December 2018 - £Nil). Expenditure authorised but not contracted for at 31 December 2019 amounted to £Nil (31 December 2018 - £Nil).

10. Contingent liabilities

There were no contingent liabilities at 31 December 2019. (31 December 2018 - None).

For management purposes only

OTTERSHAW PARK MANSION LIMITED

DETAILED INCOME AND EXPENDITURE ACCOUNT

For the year ended 31 December 2019

	<u>Note</u>	<u>£</u>	<u>2019</u> <u>£</u>	<u>£</u>	<u>2018</u> <u>£</u>
<u>INCOME</u>					
<u>Charges receivable</u>					
Maintenance for : 2017 (2016)		198,000		185,400	
Miscellaneous income		-		-	
Transfer from general reserves		-		-	
			198,000		185,400
<u>Other income</u>					
Interest receivable (gross)			332		115
			198,332		185,515
<u>EXPENDITURE</u>					
Garden maintenance	A	32,157		30,586	
Swimming pool maintenance	B	600		2,807	
Gas		3,262		5,235	
Electricity		3,826		5,399	
Water (Net)		1,361		719	
General repairs	C	73,357		34,396	
Cleaning		4,725		5,738	
Insurance		26,211		22,826	
Elevator		2,865		4,668	
Fire & Emergency precautions		2,228		2,215	
Fire extinguishers contract		-		-	
Postage, stationery, photocopying & telephone		(36)		50	
Audit fee and costs		1,580		1,640	
Miscellaneous expenses		195		-	
Annual return etc		-		-	
Terrace repairs		-		-	
Telephone – entry system		402		347	
			(152,733)		(116,626)
<u>Surplus</u>					
			45,599		68,889
Corporation tax on bank interest			(63)		(22)
			45,536		68,867
Surplus brought forward			56,110		17,243
Transfer to Buildings reserve			-		(15,000)
Transfer to Projects reserve			-		(15,000)
<u>Accumulated surplus carried forward</u>					
			101,646		56,110

For management purposes only

OTTERSHAW PARK MANSION LIMITED

NOTES TO THE DETAILED INCOME AND EXPENDITURE ACCOUNT

For the year ended 31 December 2019

	<u>2019</u>	<u>2018</u>
	<u>£</u>	<u>£</u>
A. <u>Garden maintenance</u>		
Gardeners	29,400	24,856
Pond	804	-
Tree surgery	-	300
Planting – bulbs and misc.,	464	3,094
Ottershaw Old Boys	(100)	-
Equipment purchase, maintenance and repairs	1,209	1,145
Deer Fencing	-	1,191
Path refurbishment	(380)	-
Hedge Trimming	760	-
	<hr/>	<hr/>
	32,157	30,586
B. <u>Swimming pool maintenance</u>		
Falcon Pools Limited and other supplies	-	353
Window cleaning	600	780
Repairs	-	1,572
Dehumidifier	-	-
Filtration system	-	-
Tiling	-	-
Keys	-	102
	<hr/>	<hr/>
	600	2,807
C. <u>General repairs</u>		
Roofs	900	-
Fire safety	20,605	-
Decorating and repairs	14,129	7,014
General repairs and maintenance	-	6,353
Plumbing repairs and boiler maintenance	383	77
Electrical maintenance	4,901	1,173
Locks and keys	1,862	-
Tennis Court	80	602
Drains and gullies	2,788	-
Janitorial duties	7,200	-
Baron Suite	-	330
Paths	4,000	-
Ground clearance	-	8,500
Pool/Recroom Beams	700	-
Boilers	8,358	875
Miscellaneous	532	449
	<hr/>	<hr/>
Carried forward	66,438	25,373

For management purposes only

OTTERS Shaw PARK MANSION LIMITED

NOTES TO THE DETAILED INCOME AND EXPENDITURE ACCOUNT

For the year ended 31 December 2019

Continued

	<u>2019</u>	<u>2018</u>
	<u>£</u>	<u>£</u>
<u>General repairs continued</u>		
Brought forward	66,438	25,373
Surveys	6,354	6,666
Garage blocks	-	1,384
Windows	565	-
Rubbish host repair	-	973
	<hr/>	<hr/>
	73,357	34,396
	<hr/>	<hr/>



THE MANSION
OTTERSHAW PARK, SURREY. KT16 0QG

Dear Members,

OPM Service Charge Budget 2021

I attach for your information and comment a copy of the budgeted costs expected in 2021. The budget will be discussed and agreed at the forthcoming AGM meeting on 13th October.

The vast majority of the costs are “business as usual” with similar types and levels of expenditure that we have seen in the past years. However, there is one notable exception. Following a revaluation of The Mansion, from £28,658,833 in 2019 to £40,000,000 today, our insurers have increased the building insurance premium from a planned £26,500 in 2020 to £44,500 in 2021, an increase of £18,000. That increase represents 8.77% of the entire 2020 budget.

The £18,000 also represents the full increase in the basic operating costs from a planned £108,150 in 2020 to £126,605 in 2021. It is with regret that the Management Committee proposes to pass the full increase on to members via the service charges. The insurance cost will recur every year at the higher level and it is not possible to make savings elsewhere without reducing basic services and facilities.

Service Charges

With the 8.77% increase for 2021 a total of £223,200 in Service Charges (£205,000 in 2020) will be raised.

The annual leaseholder charges will be £11,160 (£930 per month) and £7,440 (£620 per month) at the 5% and 3.33% levels respectively.

Projects and Cyclical Maintenance

There are two other areas of significant costs within the budget. The first is an amount of £25,000 (£14,000 in 2020) for decorating. As can be seen from the 2020 forecast we spent nothing in the past year. Inevitably, there will be a need for catch up work in 2021 and hence the higher level of expected expenditure.



THE MANSION
OTTERSHAW PARK, SURREY. KT16 0QG

The second item, more of a project, is the remedial work to The Mansion drainage system at a cost of £20,790. We are currently negotiating with our insurers to determine whether some, or all, of this expenditure is covered under our policy. However, in order to be prudent, the whole cost to OPM has been included in the budget.

Reserves

The budget shows an increase in reserves of £48,000 at the end of 2021. When added to the forecast opening reserves of £54,000 we shall have a healthy total of £102,000 available. Historically, we have always attempted to keep a minimum level of reserves at £50,000 to cater for unexpected costs. It is proposed to maintain that policy. The actual amount of reserves then available for other projects will be £52,000. The most significant project on the horizon is the renovation of the swimming pool and recreation room, currently the subject of a Section 20 consultation process.

Conclusion

The Management Committee ask for your support by approving the Service Charge levels for 2021 at the AGM scheduled for 13th October. The significant increase in the rate of charges is regretted but, as explained earlier, it is felt to be the correct course to take.

Please get in touch with me if you have any questions, comments or if anything needs further explanation or clarification.

Kind regards

Peter Bennett
For and on behalf of the Management Committee

15th September 2020

Expenditure Detail

	Forecast ye 2020	Original Projection 2020	Service Charge Budget 2021
	£	£	£
OPERATING COSTS			
Garden Maintenance			
Gardeners	29,580	28,800	30,000
Equipment - Hire,Maint & Repair	1,000	1,000	1,000
Supplies - Plants,Fertiliser,Petrol etc	3,622	2,000	2,000
Forestry/Hedge trimming	6,990		1,000
Other	2,277	3,200	1,000
	<u>43,469</u>	<u>35,000</u>	<u>35,000</u>
Repairs			
Drains	13,042	0	3,000
Electrical	872	1,000	1,000
Locks & Keys	198	500	200
Windows	0	0	0
Plumbing	660	1,000	500
Roof repairs	19,121	0	1,000
Surveyor	1,674		1,500
Contingency/Misc	5,501	10,000	5,000
Pest Control	1,787		500
	<u>42,854</u>	<u>12,500</u>	<u>12,700</u>
Utilities			
Gas	611	5,500	5,500
Electricity	2,004	6,500	5,000
Water	-28	1,000	1,000
	<u>2,587</u>	<u>13,000</u>	<u>11,500</u>
Cleaning & Janatorial			
Cleaning	3,360	5,000	3,705
Janatorial	7,200	7,200	7,200
	<u>10,560</u>	<u>12,200</u>	<u>10,905</u>
Administration			
Insurances	36,676	26,500	44,500
Audit	1,510	1,600	1,600
Company Secretarial/Legal	4,400		4,000
Professional Services	792		
Other	385	200	400
	<u>43,763</u>	<u>28,300</u>	<u>50,500</u>
Miscellaneous			
Swimming Pool	0	1750	600
Tennis Court	0		
Elevator	2,958	3,000	3,000
Telephone Entry	400	400	400
Fire & Emergency Precautions	7,505	2,000	2,000
Other	0		
	<u>10,863</u>	<u>7,150</u>	<u>6,000</u>
Total Operating Costs	<u>154,096</u>	<u>108,150</u>	<u>126,605</u>
ONGOING CYCLICAL MAINTENANCE			
Decorating	0	14,000	25,000
Paths	2,350	4,000	4,000
Stonework	0	0	
Other	0		
	<u>2,350</u>	<u>18,000</u>	<u>29,000</u>
MAJOR PROJECTS			
Swimming Pool Ceiling	52,485	50,244	
Heating	97,688	91,722	
Swimming Pool	6,170	0	
Fire safety	191		
Drain remedial work			20,790
	<u>156,534</u>	<u>141,966</u>	<u>20,790</u>
Total Expenditure	<u>312,981</u>	<u>268,116</u>	<u>176,395</u>

OPM MANAGEMENT COMMITTEE – DRAFT TERMS OF REFERENCE

1. Members of Ottershaw Park Mansion Ltd will appoint a Management Committee (MC) to manage the day to day affairs of the Mansion.
2. Leaseholders will elect a Chairman and appropriate committee members, one of whom shall be designated Secretary and one as Treasurer. The Secretary is not required to become Company Secretary to OPM Ltd. The MC is open to any leaseholder to stand for election.
3. The Chairman, officers and all members of the MC are to be confirmed annually by Leaseholders at their Annual General Meeting.
4. There is no limit to the number of members of the MC.
5. The MC internally will designate members to be responsible for particular aspects of day to day affairs, e.g. garden, recreation etc.
6. Each year, the MC will, around October/November, develop and submit a Budget and Project List to the Leaseholders for approval at the Annual General Meeting. Any subsequent material variations will be notified to the Leaseholders by email and posted on the website and approval will be sought; if necessary, via the Section 20 process. The Management Committee will also submit to all Leaseholders for approval the proposed service charge and any special project levies.
7. The MC shall have authority to approve matters which are within the annual budget, which has been approved by Leaseholders, subject to any Section 20 process which needs to be conducted by law. Items of expenditure which significantly exceed budget or which require additional capital expenditure shall be approved by Leaseholders in a special meeting or by email resolution.
8. The MC operates through majority decision and, once a decision has been debated and approved in committee, accepts group (cabinet) responsibility for that decision.
9. The MC will meet approximately monthly either by Conference call or in Committee. An agenda will be published seven days in advance of the meeting on the OPM website. Minutes of MC meetings (summarised by outcome) shall be posted on the OPM website.
10. Leaseholders are invited to add agenda items to these meetings
11. The MC shall have authority, when required, to invite and subsequently co-opt Leaseholders to undertake specific projects appropriate to their particular skills.
12. The MC will use its best efforts to keep all Leaseholders informed of projects and additional developments throughout the year and welcomes comments and suggestions from Leaseholders of OPM. To this end a website noticeboard will be available for Management comments and on to which the most recent project list will be posted.
13. Members of the MC are invited to register formally with Companies House
14. The MC will be the point of contact for all matters relative to OPEC Ltd and one member will be a representative to OPEC management

15. If there is any conflict between MC terms of reference and the Articles of Association of OPM Ltd the latter's Articles will have precedence.

CONFIRMATION OF MEMBERSHIP OF THE MANAGEMENT COMMITTEE

Every year at the Annual General Meeting, Leaseholders confirm the membership of the MC which operates in accordance with its Terms of Reference.

The procedure for this confirmation is as follows:

1. 14 days before the AGM the Management Committee Secretary will circulate a list of the places, showing current members, where members are standing down and what vacancies are available. The list will also show which official posts are to be filled, namely Chairman, Secretary and Treasurer.
2. All Leaseholders will be invited to nominate themselves for the vacancies and also to specify if they wish to be a candidate for any of the official posts.
3. Five days before the AGM the list of those who have volunteered will be published to all leaseholders. Where there is more than one name put forward for a post all leaseholders will be asked to vote for the name of their choice. The results of the second vote will be published one day prior to the AGM.
4. At the AGM the positions on the MC will be confirmed.

EXPLANATION TO RESIDENTS OF THE RULES FOR ELECTION TO THE OPM MANAGEMENT COMMITTEE

Eligibility:

All leaseholders are eligible to stand for election to the Management Committee, and to vote in its elections.

Every member of the Management Committee must seek re-selection if they wish to remain on the Committee.

Procedure for election to the Committee:

14 days prior to the OPM AGM the Management Committee Secretary will write to all leaseholders inviting them to submit themselves for election to the Management Committee. Positions will include:

- Chairman
- Treasurer
- Management Committee Secretary

Leaseholders, when putting themselves forward for a position on the Management Committee, should state expressly if they wish to perform the role of Treasurer or Management Committee Secretary, as these require material skills and experience. If either of both of these roles are not filled by nominations, the duly formed Management Committee will designate these roles, plus that of Chairman of the Committee.

All nominations should be made in writing to the Management Committee Secretary not less than seven days prior to the AGM.

If fewer than 10 positions are nominated, the Management Committee will be constituted by such lower number for the time being, but with the ability for additional members to be voted on at subsequent meetings of leaseholders or at the discretion of the Management Committee if a resident wishes to be co-opted onto the Management Committee for a specific task or for the duration until the next AGM.

If more than 10 nominations are received, the Management Committee Secretary will send the full list to leaseholders five days before the AGM with a request to vote for 10 from the list within the following three days. Those 10 nominees with the most votes will duly be elected and leaseholders will be made aware of the results one day before the AGM. The elected positions will be announced at the AGM.

The Management Committee Secretary will acknowledge receipt of each vote and will publish voting numbers to all Residents.

**NOTES TO PROPOSED NEW ARTICLES OF ASSOCIATION OF
OTTERSHAW PARK MANSION LIMITED ("OPML")**

Dear All,

The current articles of the company were prepared in 1981 when OPML was incorporated. You can find a copy at Companies House by clicking on the link below, scroll down to the bottom and then click on where it says "View PDF" to the right of "11 August 1981 **Incorporation**"

<https://beta.companieshouse.gov.uk/company/01579274/filing-history?page=5>

If you click on the link you will first see a form 41a, followed by the Memorandum of Association and then the Articles of Association. Pursuant to the Companies Act 2006 the contents of the Memorandum of Association are now deemed to be contained in the Articles of Association. The articles of OPML therefore contain what is currently set out in the Memorandum of Association, plus the provisions set out in the Articles of Association. In addition, if you look at the Articles of Association, article 1, it states that the regulation C in the First Schedule to the Companies Act 1948 also apply (so far as they are not amended). You therefore need to read three documents in order to properly understand how OPML should operate.

Given the age of these provisions, including things such as article 8 which provides that on becoming a member you also become a director, it seems sensible that a modern set of articles be adopted by the residents, not just to provide for such things as electronic participation in meetings, but also to better reflect how the company actually operates and how the residents actually want it to operate.

The proposed new articles are based on a fairly standard form I have used for clients setting up property management companies. I have set out some notes in the draft document below and highlighted some of the key provisions of the document that need some decisions, but if you have any questions please do contact me using the details below.

Please remember the directors give up a lot of their free time to help make the Mansion run smoothly. They have the responsibility for running the company on a day to day basis and have a number of legal duties including the statutory duties set out in the Companies Act 2006. However, there is also a clause 4(1) in these new articles which provides for the majority of the residents to tell the directors to do, or not do something, so ultimate control rests with the majority of the residents.

Finally, these articles are being provided as a draft and for your comments. I have added a box right at the end of this document for some comments if you would be so kind to let me know your thoughts. It will require a special resolution to adopt any new articles so clearly nothing will be changed without the buy-in of 75% of the residents. Please do give me feedback and comments, positive, or negative. I can then do my best to produce something that works for us all.

Kind regards,

James Oxley, No.18, Winter Garden

Mob. 07950 212644 or **Email:** james.oxley@haroldbenjamin.com

CRN 01579274

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

OTTERSHAW PARK MANSION LIMITED

(Passed by special resolution dated [] 2020)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

DEFINED TERMS

1. In the articles, unless the context requires otherwise-
- | | |
|---------------------------|---|
| "articles" | means the Company's articles of association; |
| "bankruptcy" | includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; |
| "chairman" | has the meaning given in article 12; |
| "chairman of the meeting" | has the meaning given in article 29; |
| "Companies Acts" | means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company; |
| "director" | means a director of the Company, and includes any person occupying the position of director, by whatever name called; |
| "document" | includes, unless otherwise specified, any document sent or supplied in electronic form; |

"dwelling"	means any residential unit comprised in the Estate;
"dwellingholder"	means the person or persons to whom a lease of a dwelling has been granted or assigned or who holds the freehold of a dwelling and for the avoidance of doubt, whenever two or more persons are for the time being dwellingholders of a dwelling they shall for all purposes of these Articles be deemed to constitute one dwellingholder.
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"Estate"	shall mean the property situate at The Mansion, Ottershaw Park, Chertsey, KT16 0QG but shall also include any other land, building or premises for the time being also owned and/or managed or administered by the Company;
"member"	has the meaning given in section 112 of the Companies Act 2006;
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006;
"participate", 10;	in relation to a directors' meeting, has the meaning given in article
"proxy notice"	has the meaning given in article 35;
"special resolution"	has the meaning given in section 283 of the Companies Act 2006;
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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, and a reference to one gender shall include a reference to the other genders.

LIABILITY OF MEMBERS

2. The liability of each member is limited to £100, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for -
- (a) payment of the company's debts and liabilities contracted before he ceases to be a member,
 - (b) payment of the costs, charges and expenses of winding up, and
 - (c) adjustment of the rights of the contributories among themselves.

PART2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

DIRECTORS' GENERAL AUTHORITY AND OBJECTIVES OF THE COMPANY

3. (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.
- (2) The objectives for which the company is established are-
- (a) to manage and administer the Estate and any land and buildings and real property within, either on its own account or as trustee, nominee or agent of any company or person;
 - (b) to acquire and deal with and takes options over any property, real or personal, including the Estate and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part, of such property and any and all rights of the company therein or thereto;
 - (c) to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Estate or any part thereof;
 - (d) to exercise management functions under leases of the whole or any part of the Estate;
 - (e) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of the Estate;
 - (f) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 ("the 1987 Act");
 - (g) to do such other things and to perform such other functions in relation to the Estate or any leases of the whole or any part of the Estate as may be agreed from time to time;
 - (h) to provide and maintain services and amenities of every description in relation to the Estate;

(i) to maintain, redecorate, repair, renew, repaint and clean the Estate; and to cultivate, maintain, landscape and plant any gardens, grounds or land comprised in the Estate;

U) to enter into contracts with builders, cleaners, contractors, decorators, gardeners, tenants, or any other person;

(k) to consult and retain any professional advisers;

(l) to employ any staff and managing agents or other agents;

(m) to pay, remunerate or reward in any way any person supplying goods or services to the company;

(n) to make any appropriate or consequential agreements or arrangements in respect of the objectives;

(o) to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Estate, the management of the Estate, the Dwellingholders, the company, any of its activities, or any of its members;

(p) to commence, defend, participate in or pursue any application to, or other proceeding before, any court or tribunal of any description;

(q) to insure the Estate or any other property of the company or in which it has an interest up to and including the full cost of rebuilding and reinstating the Estate, including VAT, architects', engineers', solicitors', surveyors', and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including debris removal, demolition, shoring-up, site clearance and any works that may be required by statute, and incidental expenses, subject to such excesses, exclusions or limitations as are usual in the London insurance market. To insure the company and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;

(r) to collect in or receive monies from any person on account of administration charges, service charges, or other charges in relation to the Estate and, where required by law to do so, to deal with, hold or invest the monies in accordance with the provisions of the 1987 Act and any orders or regulations made under that Act from time to time;

(s) to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, executed or undertaken by the company;

(t) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay, or contribute towards, all costs, fees, and other expenses incurred in the implementation of the company's objectives;

(u) to invest any money of the company in the United Kingdom by depositing it at interest with any regulated financial institution;

(v) subject to any conditions or limitations imposed by the company in general meeting from time to time, and subject to the provision of adequate security and the payment of interest, to advance and lend money or give credit to any person; to enter into guarantees, contracts of indemnity and surety; to receive money on deposit or loan; and to secure or guarantee the payment of any sum of money or the performance of any obligation by any person;

(w) subject to any limitations or conditions imposed by the company in general meeting from time to time, to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or part of the company's property or assets (whether present or future);

(x) to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, debentures, promissory notes, and other negotiable or transferable instruments;

(y) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person to pay such expenses;

(z) to monitor and determine for the purpose of voting, or for any other purpose, the physical dimensions of the Estate and any part or parts of the Estate and to take or obtain any appropriate measurements;

(aa) to enter into any agreements or arrangements with any Minister of the Crown, authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objectives, and to obtain from any such Minister of the Crown or authority any charters, decrees, rights, privileges or concessions which the company may think desirable, and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;

(bb) to do all things specified for the time being in the articles of association of the company;

(cc) to do or procure or arrange for the doing of all or any of the things or matters mentioned above in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

(dd) to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the company's objectives.

MEMBERS' RESERVE POWER

4. (1) The members may, by ordinary resolution, direct the directors to take, or refrain from taking, specified action.
- (2) No such ordinary resolution invalidates anything which the directors have done before the passing of the resolution.

DIRECTORS MAY DELEGATE

5. (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles-
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;as they think fit.
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

COMMITTEES

6. (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors,
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

DIRECTORS TO TAKE DECISIONS COLLECTIVELY

7. (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with sub-article (2) below.
- (2) If -
- (a) the company only has one director, and
 - (b) no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

UNANIMOUS DECISIONS

8. (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

CALLING A DIRECTORS' MEETING

9. (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any directors' meeting must indicate -
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- (3) Notice of a directors' meeting must be given to each director [in writing], [but need not be in writing[J03J)].
- (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

PARTICIPATION IN DIRECTORS' MEETINGS

- 10. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when -
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

QUORUM FOR DIRECTORS' MEETINGS

- 11. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than [two], and unless otherwise fixed it is [two[J04J]].
- (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision -
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors.

CHAIRING OF DIRECTORS' MEETINGS

- 12. (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.

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

CASTING VOTE

- 13. If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

CONFLICTS OF INTEREST

- 14.
 - (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which the director is interested, as long as that director declares his or her interest, then that director is to be counted as participating in the decision making process for quorum or voting purposes.
 - (2) For the purpose of this article 14, references to proposed decisions and decision-making processes include any directors' meeting or part directors' meeting
 - (3) Subject to paragraph (4) below, 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.
 - (4) 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 declared by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

RECORDS OF DECISIONS TO BE KEPT

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

DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

METHODS OF APPOINTING DIRECTORS

17. (1) Subject to paragraph 17(4) any person who is a member of the Company and willing to act as [J06] a director, and is permitted by law to do so, may be appointed to be a director-
- (a) by ordinary resolution, or
- {b) by a decision of the directors.

OR

- [Subject to paragraph 17(4) any person who is a member of the Company and willing to act as a director, and is permitted to do so, shall be appointed a director, providing there is not more than one director from any dwelling].
- (2) In any case where, as a result of death, the Company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- (3) For the purposes of paragraph (2), where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- (4) [No director removed by an ordinary resolution pursuant to paragraph 18(g) may be [reJ07]-appointed as a director within [12] months of the date of such ordinary resolution.]

TERMINATION OF DIRECTORS' APPOINTMENT

18. A person ceases to be a director as soon as a -
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) 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;
- (f) that person ceases to be a member of the Company;
- (g) (without prejudice to the provisions of section 168 of the Companies Act 006[J0BJ], the Company by ordinary resolution removes the director.

DIRECTORS' REMUNERATION

19. Directors are not entitled to any remuneration for their services to the company as directors or for any other service which they undertake for the company.

DIRECTORS' EXPENSES

20. The company may pay any reasonable expenses which the directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.
-

PART3 MEMBERS BECOMING AND CEASING TO BE A MEMBER

BECOMING A MEMBER

21. No person shall be admitted as a Member of the Company other than a dwellingholder. The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in the Articles.
22. Every Member of the Company shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a dwellingholder, they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.

TERMINATION OF MEMBERSHIP

24. A dwellingholder shall cease to be a Member on the registration as a Member of the successor to his dwelling and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any dwelling.
25. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a dwellingholder.
26. (1) Subject to these Articles, a member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.
- (2) Membership is not transferable save as required by these Articles.
-

ORGANISATION OF GENERAL MEETINGS

ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

27. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when -
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

QUORUM FOR GENERAL MEETINGS

28. 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. [Twelve] persons present in person [, by electronic or other means enabling the person to communicate[J09J] or by proxy shall constitute a quorum.

CHAIRING GENERAL MEETINGS

29. (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start-

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

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

ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 30. The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

ADJOURNMENT

- 31.
 - (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
 - (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if -
 - (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
 - (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
 - (4) When adjourning a general meeting, the chairman of the meeting must -
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
 - (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given) -
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and

- (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

VOTING: GENERAL

32. 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. The Chairman shall not have a casting vote upon a show of hands.

ERRORS AND DISPUTES

33. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the chairman of the meeting whose decision is final.

POLL VOTES

34. (1) A poll on a resolution may be demanded-
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by -
- (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- (3) A demand for a poll may be withdrawn if -
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs. The Chairman shall have no casting vote upon a poll vote.

CONTENT OF PROXY NOTICES

- 35. (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which -
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as -
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

DELIVERY OF PROXY NOTICES

- 36. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

AMENDMENTS TO RESOLUTIONS

37. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if -
- {a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if -
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART4

ADMINISTRATIVE ARRANGEMENTS

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.
- (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

40. [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.]

OR

[Any Member is entitled to inspect the company's accounting and other records or documents on giving the directors [7] days written notice].

DIRECTORS' INDEMNITY AND INSURANCE

INDEMNITY

- 42 (1) Subject to paragraph (2), a relevant director of the company may be indemnified out of the company's assets against-
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

- (b) any other liability incurred by that director as an officer of the company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article a "relevant director" means any director or former director of the company.

INSURANCE

- 43.** (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- (2) In this article-
- (a) a "relevant director" means any director or former director of the company,
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company.

Comments Box

<u>Article</u>	<u>Decision</u>	<u>Comment/choice</u>
4.1	Ordinary Resolution (50%+), Special Resolution (75%+) or other percentage ?	
11 (2)	Quorum for directors' meeting, 2, 3, or other ?	
17(1)	Appointing directors by ordinary resolution/decision of directors, or should the right be a director automatic ?	
28	Quorum for members' meetings ?	
40	Right to inspect records by ordinary resolution or on request with notice ?	

Anything else ?