

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 1985, 1989 AND 2006

AMENDED MEMORANDUM AND ARTICLES OF
ASSOCIATION

OF

THE ROYAL BOROUGH OF KENSINGTON AND
CHELSEA TENANT MANAGEMENT ORGANISATION
LIMITED

(as adopted by special resolution on 24th November 2008)
(as amended at the AGM on 15th September 2012)



**THE COMPANIES ACTS 1985, 1989 AND 2006
COMPANY LIMITED BY GUARANTEE
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**AMENDED MEMORANDUM OF ASSOCIATION OF
THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED**

1. NAME

The name of the Company is 'The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited'.

2. INTERPRETATION

Capitalised terms that are not defined in this Memorandum shall have the same meaning as those given in the Company's articles of association.

3. REGISTERED OFFICE

The registered office of the Company will be situated in England.

4. OBJECTS AND POWERS

4.1 The Company is established to manage and maintain the housing stock and ancillary properties of the Royal Borough and in that all other respects to manage its affairs in accordance with the management agreement dated 28 February 1999 between the Royal Borough and the Company (as amended from time to time).

4.2 To the extent not inconsistent with clause 4.1, the Company is also established to:

- 4.2.1 manage and maintain any housing stock and ancillary properties of the Company;
- 4.2.2 enter into agreements with any party or body for the benefit of tenants, leaseholders and licensees;
- 4.2.3 to undertake community development activity with tenants, leaseholders and licensees to promote their social and economic wellbeing, in collaboration with other agencies;
- 4.2.4 refurbish and develop properties within the Royal Borough or elsewhere;
- 4.2.5 carry on the business of housing management whether within the Royal Borough or elsewhere;
- 4.2.6 provide a comprehensive housing and housing advisory service to all tenants, leaseholders, licencees, applicants for housing and/or applicants for housing advice;
- 4.2.7 carry on the provision of housing within the Royal Borough or elsewhere.
- 4.2.8 carry on housing-related activities and services in the Royal Borough or elsewhere;

- 4.2.9 advise upon the running of and provide all or any services to or in connection with any body person or organisation concerned with housing or connected or associated matters;
 - 4.2.10 encourage participation by tenants leaseholders and licensees in the provision of and management of housing services in the Royal Borough and elsewhere;
 - 4.2.11 do such other things as may promote the provision of high quality housing and housing related services to all persons resident in the Royal Borough or elsewhere.
- 4.3 In order to further its objects but not otherwise the Company has the power to:
- 4.3.1 enter contracts and arrangements of any nature with any party or body;
 - 4.3.2 borrow money from any person for the objects of the Company, subject to the prior consent of the Royal Borough such consent not to be unreasonably withheld;
 - 4.3.3 to raise money from any person for the objects of the Company;
 - 4.3.4 charge or mortgage all or any part of the assets of the Company subject to the prior written consent of the Royal Borough;
 - 4.3.5 invest or apply any money held by the Company in such manner as the Company shall in its absolute discretion determine as though the Company was beneficially entitled to such funds and monies;
 - 4.3.6 purchase, hire or otherwise acquire and hold, any property, to maintain and alter any such property and to sell, lease or otherwise dispose of or mortgage any such property;
 - 4.3.7 appoint or employ staff, consultants, agents, contractors or others to perform any function of the Company;
 - 4.3.8 grant pensions to employees and to pay to funds or schemes, whether established by the Company or not, established for the provision of pension and retirement benefits in respect of employees of the Company and their spouses and children or other dependants;
 - 4.3.9 insure and arrange insurance cover for, and, to the extent allowed by law, to indemnify its Board Members, Members, members of any Committee set up by the Company employees and any other person acting on behalf of the Company, staff against any liability by them incurred by them in the course of the performance of their duties on behalf of the Company as the Company shall think fit provided that no such insurance or indemnity shall extend to any claim arising from fraud, wrongdoing or wilful neglect omission or default on the part of any person;
 - 4.3.10 establish subsidiary companies whether carried on for profit or not and to provide any such company with capital and to manage and provide services of any nature to such company;
 - 4.3.11 enter into joint venture agreements with any person or organisation;
 - 4.3.12 subscribe for or otherwise acquire shares in any company whether or not quoted on any recognised stock exchange;

- 4.3.13 invest or apply any money held by the Company to encourage participation by Tenants in the management of housing in the Royal Borough; and
- 4.3.14 do all such other acts and things as are necessary or desirable to the attainment of any of the objects of the Company or the exercise of any of its powers.

4.4 All of the objects and powers set out in this Clause 4 shall be given the widest interpretation and none of such objects shall be in any way limited or restricted by reference to or inference from any other object or power set out and no object or power shall be considered to be subsidiary to any other object or power and each object shall stand as an object as though each clause contained the objects of a separate company.

5. APPLICATION OF ASSETS

The income and property of the Company, shall be applied solely towards the promotion of its objects as set out in this Memorandum of Association and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to Members or Board Members except that the Company may make payment:-

- 5.1 of reasonable and proper remuneration to any Member or Board Member, for professional or trade services rendered or goods supplied by that Member or Board Member to the Company;
- 5.2 to any firm or company of which a Member is a partner or shareholder of a reasonable and proper price for professional or trade services rendered or goods supplied;
- 5.3 of premiums for insurance indemnifying Members, to the extent permissible by law, against any liability incurred by them in the performance of their duties in relation to the Company. No such insurance or indemnity shall extend to any claim arising from fraud or wrong doing or wilful neglect omission or default on the part of any such person;
- 5.4 to any Board Member or Member volunteer or co-optee of reasonable and proper out-of-pocket expenses incurred in carrying out the business of the Company;
- 5.5 to any Board Member of a nominal sum as an allowance for attendance at Board Meetings, training days and other meetings in relation to the business of the Company.

6. LIMITATION OF LIABILITY

The liability of the Members is limited.

7. GUARANTEE

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of it being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.00.

8. DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the Members, but shall be paid or transferred to the Housing Revenue Account (as defined in the Local Government and Public Involvement in

Health Act 2007) or such account as performs the function of the Housing Revenue Account of the Royal Borough or if the properties managed by the Company are no longer owned by the Royal Borough then such property shall, subject to the prior written consent of the Royal Borough, be paid or transferred at the discretion of the Board to an organisation having objects similar to those of the Company.

9. NON-DISCRIMINATION

In conducting its affairs the Company shall at all times avoid discrimination against any person on the grounds of race, colour, nationality, ethnic or national origin, gender, sexual orientation, age, disability, religion, faith, marital or civil partner status or responsibility for dependants.

10. PROPOSAL NOTICE

For the purposes of the Housing (Right to Manage) Regulations 1994 the area in relation to which the Company may serve a proposal notice (as defined in the Housing Act 1985) is the Royal Borough and other boroughs in which the Royal Borough is the owner of properties to which the said Regulations may apply.

THE COMPANIES ACTS 1985, 1989 AND 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
AMENDED ARTICLES OF ASSOCIATION OF THE ROYAL BOROUGH OF KENSINGTON AND
CHELSEA TENANT MANAGEMENT ORGANISATION LIMITED

1. INTERPRETATION

1.1 For the purposes of these Articles:-

"1985 Act"	means the Companies Act 1985 as amended;
"2006 Act"	means the Companies Act 2006 as amended;
"Annual General Meeting"	means the Company's annual general meeting as described in Article 7.1;
"Articles"	means these articles of association of the Company;
"Appointed Board Member"	means any Board Member who is appointed as a Board Member under Article 19;
"Associate Member"	means a person who is or has become and remains an Associate Member of the Company in accordance with Article 4;
"Board"	means the Board Members acting collectively;
"Board Member"	means a person who is a director of the Company (i.e. an Appointed Board Member, a Council Board Member or a Resident Board Member) in accordance with the Articles;
"Chair"	means the Board Member who is appointed to act as chairperson of all meetings of the Board and any Annual General Meeting and General Meeting;
"Clear Days"	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect;
"Code of Conduct for Board Members"	any code of conduct adopted by the Company pursuant to Article 32 from time to time that regulate the proper conduct and management of the Board and meetings of the Board;
"Council Board Member"	means any Board Member who is nominated by the Royal Borough and is serving as a Board Member under Article 18;

"Company"	means the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited;
"Controlled Company"	means a company deemed to be controlled for the purposes of Part V of the Local Government and Housing Act 1989 as supplemented by the Local Authorities (Companies) Order 1995, or the Local Government and Public Involvement in Health Act 2007;
"Document"	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
"Election Date"	means the date fixed in each year for the election of Resident Board Members in accordance with Article 16.3;
"Electronic Form"	has the meaning given in Section 1168 of the 2006 Act;
"Electronic Means"	means any processing, storage and transmission of data by an electronic method as defined in Section 1168 of the 2006 Act;
"Expelled Member"	means a Member expelled from the Company in accordance with Article 5 or any relevant provision of previous articles of association of the Company;
"General Meeting"	means any Members' Meeting other than an Annual General Meeting;
"Leaseholder"	means a lessee of a Property pursuant to a lease with an initial term of over 50 years granted by the Royal Borough and any person owning the freehold of a Property for which a service charge is payable to the Royal Borough.
"Leaseholder Board Member"	means a Board Member who is a Leaseholder and appointed in accordance with Article 17;
"Local Authority Person"	means any person who is: <ul style="list-style-type: none"> (a) an elected member of the Royal Borough; (b) an officer of the Royal Borough; (c) a director, secretary, officer, manager or employee which is under the control of the Royal Borough; (d) a person who has been within categories (a), (b) or (c) within the preceding four years; (e) the spouse of a person falling within category (a) unless the Company is permitted at any time to treat any such

person as not being a Local Authority Person;

"Member"	means a person who is or has become and remains a Member of the Company in accordance with Article 3;
"Memorandum"	means the Memorandum of Association of the Company;
"the Office"	means the registered office of the Company;
"Property"	means a residential property owned by the Royal Borough or the Company which is managed under a management agreement made with the Company and which agreement is entered into under the provisions of the Housing (Right to Manage) Regulations 1994 (as amended);
"Resident Board Member"	means a Leaseholder Board Member or a Secure Tenant Board Member;
"Royal Borough"	means the Council of the Royal Borough of Kensington and Chelsea or any successor in ownership of the Properties;
"the Seal"	means the common Seal of the Company;
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company (if any such person is appointed);
"Secure Tenant"	means a tenant of a Property pursuant to a tenancy granted in accordance with the provisions of Sections 80 and 81 of the Housing Act 1985 (as amended);
"Secure Tenant Board Member"	means a Board Member who is a Secure Tenant and appointed in accordance with Article 17
"Tenant"	means any person or body who is a Secure Tenant or a Leaseholder. For the avoidance of doubt a person who occupies a Property but who is not a Secure Tenant or a Leaseholder shall not be considered a Tenant for the purposes of these Articles;
"United Kingdom"	means Great Britain and Northern Ireland.

- 1.2 **"writing"** means the representation or reproduction of words, symbols or other information in visible form by a method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the 1985 Act as in force at the date at which these Articles become binding on the Company.

1.4 Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

2. OBJECTS

2.1 The Company is established for the objects expressed in the Memorandum.

3. MEMBERS

3.1 The subscribers to the Memorandum and such other persons who are eligible for Membership in accordance with Articles 3.3 and 3.4 and who become Members in accordance with Articles 3.6 to 3.8 shall be the Members of the Company.

3.2 For the avoidance of doubt, any person whose name is entered on the Company's register of Members on 24 November 2008 shall continue to be a Member notwithstanding he or she would not be eligible for membership under Article 3.3 were they to apply for membership in accordance with this Article 3 after such date.

3.3 Subject to Article 3.4 any Tenant who is at least 18 years old shall be eligible for membership of the Company.

3.4 Any person who is eligible for membership in accordance with this Article 3 and who wishes to become a Member may apply by completing and submitting to the Secretary an application in the form provided by the Board (which shall require prospective Members to agree to be bound by any Rules or Bye-Laws adopted by the Company in accordance with Article 32 from time to time).

3.5 Any person who has been expelled as a Member at any time pursuant to Article 6 shall only be eligible for membership of the Company at the discretion of the Board.

3.6 Subject to clause 3.5, upon receipt of a properly completed application for membership of the Company from an eligible person the Secretary shall enter the name of the applicant in the register of Members not later than 28 days after the completed application form is received by the Secretary.

3.7 Membership shall commence on the date on which an applicant's name is entered in the register of Members.

3.8 The decision of the Board as to the eligibility of an applicant for membership of the Company shall be final.

3.9 Membership is not transferable.

4. ASSOCIATE MEMBERS

4.1 Any child of a Tenant over the age of 18, if living with the Tenant, shall be eligible to become an Associate Member of the Company.

4.2 Any person who is eligible for associate membership in accordance with this Article 4 and who wishes to become an Associate Member may apply by completing and submitting to the Secretary an application in the form provided by the Board (which shall require prospective Members to agree to be bound by any Rules or Bye-Laws adopted by the Company in accordance with Article 32 from time to time).

4.3 Associate Members shall have no other rights other than to attend and speak at meetings of Associate Members organised in accordance with Article 4.4. However, the Board, in its absolute discretion, may invite Associate Members to attend, but not

vote at, Annual General Meetings, General Meetings and/or Board Meetings from time to time.

- 4.4 The Company will organise meetings of Associate Members from time to time to allow Associate Members to be consulted on matters concerning the Company.
- 4.5 Any person who has been expelled as a Member or an Associate Member at any time pursuant to Article 6 shall not be eligible for associate membership of the Company.
- 4.6 The decision of the Board as to the eligibility of an applicant for associate membership of the Company shall be final.
- 4.7 Associate membership is not transferable.

5. CESSATION OF MEMBERSHIP AND ASSOCIATE MEMBERSHIP

- 5.1 A Member shall cease to be a Member if:

- 5.1.1 he or she ceases to be a Tenant; or
- 5.1.2 he or she is expelled from Membership in accordance with Article 6.

- 5.2 An Associate Member shall cease to be an Associate Member if:

- 5.2.1 he or she ceases to be entitled to be an Associate Member pursuant to Article 4.1;
- 5.2.2 he or she is expelled from Associate Membership in accordance with Article 6.

- 5.3 A Member or an Associate Member may withdraw from the membership of the Company by giving 28 days notice to the Company in writing.
- 5.4 The name of the person who ceases to be a Member or Associate Member shall be removed from the register of Members or register of Associate Members respectively by the Secretary within 28 days of his ceasing to be a Member or Associate Member in accordance with Article 5.1 or 5.2 or of such fact becoming known to the Secretary if later.
- 5.5 The date upon which a Member or Associate Member shall be treated as having ceased to be a Member or Associate Member (respectively) shall be the date on which his name is removed from the register of Members or register of Associate Members (as appropriate).

6. EXPULSION OF MEMBERS

- 6.1 A Member or Associate Member may be suspended or expelled from the Company in accordance with the provisions of this Article 6 if the Board considers, acting reasonably, that the Member or Associate Member has acted in a manner contrary to the aims interests or objectives of the Company (which includes, for the avoidance of doubt, material breach of any Rules or Bye-Laws adopted by the Company in accordance with Article 32 from time to time).
- 6.2 The Board shall delegate to four or more of its Members the authority to suspend Members whom they consider should be expelled from the membership of the Company in accordance with this Article 6.

- 6.3 If a Member has been suspended under this Article 6 there shall be a Board Meeting within 3 months of his suspension to consider whether the Member should be expelled or whether the suspension should be lifted. The Member shall be entitled to be accompanied at such Board Meeting by a friend who may act as his advocate. The Member shall be entitled to request that a written statement prepared by him be given to each Board Member in advance of the meeting at the expense of the Company.
- 6.4 If the Board determines that the suspended Member shall be expelled it shall notify him of its decision within 7 days of the Board Meeting and shall instruct the Secretary to remove the Member's name from the register of Members in accordance with Article 5.5.
- 6.5 An Associate Member may be expelled from the Company in accordance with Article 6.4, by a simple majority vote of the Board.

7. ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS

- 7.1 The Company shall hold an Annual General Meeting in addition to any other General Meetings, and shall specify the meeting as such in the notices calling it. The Annual General Meeting shall be held in the period of 6 months beginning with the day following the Company's accounting reference date. The Annual General Meeting shall be held at such time and place as the Board shall determine.
- 7.2 The Board may whenever it thinks fit convene a General Meeting, and a General Meeting shall also be convened if requisitioned by Members in accordance with Article 7.3 and the 2006 Act. Whenever the Board Members shall convene a General Meeting on the requisition of Members, they shall convene such meeting within 28 days of the date of the notice requisitioning the General Meeting.
- 7.3 A request for a General Meeting made by Members must be signed by not less than 7.5 per cent of the Members or 250 Members, whichever is the greater, and must contain a statement of the matter which the Members requesting the Meeting wish to discuss at the Meeting. If 250 Members is greater than 10 per cent of the Members, a request for a General Meeting made by Members must be signed by not less than 10 per cent of the Members.
- 7.4 Members may require the Board publicly to consider a matter at a Board Meeting. A request for the Board to consider a matter must be signed by not less than 5 per cent of the Members.
- 7.5 If a request from the Members is received in accordance with Article 7.4, the matter will be placed on the agenda of the first Board meeting due to occur after 28 days from the date of receipt of the request.

8. NOTICE OF ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS

- 8.1 An Annual General Meeting shall be called by giving not less than 21 days' notice in writing and any Annual General Meeting or General Meeting at which it is proposed to pass a resolution requiring special notice shall be called by giving not less than 28 days' notice in writing and any other General Meeting shall be called by giving not less than 14 days' notice in writing.
- 8.2 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. Notice shall be given, to such persons as are under these Articles entitled to receive such notices from the Company.

- 8.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.
- 8.4 Notice of every Annual General Meeting and General Meeting shall be given in writing either personally or by post addressed to a Member at his registered address or in Electronic Form using Electronic Means to an address for the time being notified to the Company by the Member and shall be given to:
- 8.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them.
 - 8.4.2 the reporting accountant or auditor (as appropriate in accordance with the 2006 Act) for the time being of the Company; and
 - 8.4.3 each Board Member.
- 8.5 A copy of every balance sheet (including every Document required by the 2006 Act to be annexed to it) which is to be laid before the Company at an Annual General Meeting, together with a copy of the auditor's report and the Board report, shall not less than 21 days before the date of the Annual General Meeting be sent to every Member of the Company provided that this Article 8.5 shall not require a copy of those Documents to be sent to any person of whose address the Company is not aware.
- 8.6 A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or in the case of a notice contained in an Electronic Form of communication, at the expiration of 24 hours after the time it was sent. In the event that the Company Secretary is alerted that an Electronic Form of communication was unsuccessfully delivered to its recipient (and subsequent attempts to remedy the situation are unsuccessful), the Secretary shall send a hard copy of the notice by mail to the recipient's last known postal address.
- 8.7 A Member present in person at any Annual General Meeting or General Meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called. The notice convening an Annual General Meeting or a General Meeting shall notify Members of their right to appoint another person (other than an Expelled Member) to act as proxy to attend and/or vote on their behalf and shall include an appropriate form of appointment.
- 9. PROCEEDINGS AT ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS**
- 9.1 The business to be transacted at an Annual General Meeting or a General Meeting shall be that specified in the notice convening the meeting and no other business shall be transacted.
- 9.2 The business to be transacted at an Annual General Meeting shall include the consideration of the profit and loss accounts, balance sheets, group accounts (if any) the reports of the Board, and the auditors and the appointment of, and the fixing of, the remuneration of the auditors.
- 9.3 No business shall be transacted at any Annual General Meeting or General Meeting unless a quorum of Members is present at the time when the Annual General Meeting or General Meeting proceeds to business. 50 voting Members or 10 per cent. of the Membership which for the avoidance of doubt shall include proxy Members (whichever is the lesser) who are present in person shall be a quorum.

- 9.4 Subject to any restrictions in his appointment a proxy shall be entitled to speak, vote and participate in the calling of a poll and in every other respect do anything that the appointing Member may have done had they attended in person.
- 9.5 Board Members may attend and speak at Annual General Meetings and General Meetings, whether or not they are Members.
- 9.6 If the persons attending an Annual General Meeting or a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, the chair of the meeting must adjourn it. The chair of the meeting may also adjourn an Annual General Meeting or a General Meeting at which a quorum is present:
- 9.6.1 if the meeting consents to an adjournment, or
 - 9.6.2 if it appears to the chair of the meeting that the conduct of the persons present prevents or is likely to prevent the orderly continuation of business; or
 - 9.6.3 if it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to accommodate all Members wishing to attend in the place appointed for the meeting; or
 - 9.6.4 on any other proper ground acting in good faith.
- 9.7 When adjourning an Annual General Meeting or a General Meeting, the chair of the meeting must 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 Board Members.
- 9.8 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:
- 9.8.1 to the same persons to whom notice of Annual General Meetings and General Meetings are required to be given, and
 - 9.8.2 containing the same information which such notice is required to contain.
- 9.9 No business may be transacted at an adjourned Annual General Meeting or General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.
- 10. CONDUCT OF MEMBERS AT ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS**
- 10.1 Members shall abide by any applicable Rules or Bye-Laws adopted by the Company in accordance with Article 32 from time to time at all Annual General and General Meetings.
- 10.2 The Board shall take such action as it thinks fit to promote the orderly conduct of the business of the Annual General Meeting or General Meeting as laid down in the notice of that meeting and the Board's decision on matters of procedure or arising incidentally from the business of the meeting shall be final as shall be their determination as to whether any matter is of such a nature. In deciding such matters, the Board shall have regard to any applicable Rules or Bye-Laws adopted by the Company in accordance with Article 32 from time to time and the following considerations:

- 10.2.1 a Member may ask questions as to the work or procedure of the Board or on matters within the terms of reference of the Board;
- 10.2.2 a Member shall address the chair of the meeting, speak strictly on the question under debate and comply with the orders of the chair of the meeting;
- 10.2.3 a Member shall not impute motives to or make reflections of a personal character upon any other Member or Members;
- 10.2.4 no Member shall interrupt another Member; and
- 10.2.5 whenever the chair of the meeting speaks or calls for order during a debate any Member then speaking, or offering to speak, shall be silent until the chair of the meeting has been heard and invites the Member to resume speaking.
- 10.3 Every Member shall have the right to address the Annual General Meeting twice only. Such addresses shall be limited to two minutes unless the Chair agrees otherwise.
- 10.4 The Board may direct that Members wishing to attend any Annual General Meeting or General Meeting should submit to such searches or other security arrangements or restrictions as the Board Members shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to, or eject from, such Annual General Meeting or General Meeting any Member who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.
- 10.5 Without prejudice to any other remedy the Company may have, the chair of the meeting shall call a Member to order for any breach of this Article 10 and may direct such Member, if speaking, to discontinue his speech. In the event of grave disorder or of a persistent disregard of the authority of the Chair, the Chair may direct any Member or Members causing such disorder or disregarding such authority to retire for the remainder of the meeting or for any lesser period or to be ejected from the meeting.
- 10.6 The chair of the meeting may adjourn or abandon an Annual General Meeting or a General Meeting in the event of grave disorder or persistent disregard of the authority of the chair of the meeting. All postal votes or votes cast in a secret ballot prior to such abandonment shall be counted and any resolution put to the meeting shall be carried or not carried in accordance with those votes.

11. CHAIR

- 11.1 If the Board Members have appointed a Chair, that person must chair Annual General Meetings and General Meetings at which he is present. If the Board Members have not appointed a Chair or if he shall not be present within ten minutes after the time appointed for the holding of the meeting, if the Board Members have appointed a Vice-Chair, that person shall chair the Annual General Meeting or General Meeting. If the Board Members have not appointed a Chair or a Vice-Chair or if neither of them are present within ten minutes after the time appointed for the holding of the meeting, the Board Members shall appoint one of their number to chair the Annual General Meeting or General Meeting.
- 11.2 If at any Annual General Meeting or General Meeting no Board Member is present the voting Members present shall choose one of their number to chair the meeting.

12. RESOLUTIONS

- 12.1 At any Annual General Meeting or General Meeting, any resolution put to the vote of the Members shall be decided by secret ballot and the Board shall permit Members to cast their vote by post or by Electronic Means (if available). Ballots shall close 60 minutes after the end of such meeting and shall be conducted in such manner as the Board members direct. Postal votes shall be valid only if they are received by the Company at its Office (or such other address as it nominates) before the commencement of the relevant Annual General Meeting or General Meeting.
- 12.2 In the case of an equality of votes, the chair of the meeting shall not be entitled to a second or casting vote in addition to any other vote he may have.
- 12.3 No amendment to a resolution proposed as an ordinary resolution or a special resolution (other than an amendment to correct a patent error) may be considered.

13. VOTES OF MEMBERS

- 13.1 Every Member shall have one vote irrespective of being a Secured Tenant or Leaseholder of more than one Property.
- 13.2 No objection shall be raised to the qualification of any voter except at the Annual General Meeting or General Meeting or adjourned Annual General Meeting or General Meeting at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

14. APPOINTMENT OF PROXIES

- 14.1 Votes may only be given on a secret ballot either personally or by proxy.
- 14.2 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof (and any instrument to terminate a proxy appointment) shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. In calculating the 48 hour period, no account shall be taken of any part of a day that is not a working day.
- 14.3 The instrument appointing a proxy shall:
- 14.3.1 state the name and address of the Member appointing the proxy;
 - 14.3.2 identify the person appointed to be that Member's proxy and the Annual General Meeting or General Meeting in relation to which that person is appointed;
 - 14.3.3 confirm that the person appointed to be the proxy agrees to abide by any applicable Rules or Bye-Laws adopted by the Company in accordance with Article 32 from time to time;
 - 14.3.4 be executed by or on behalf of the Member appointing the proxy; and
 - 14.3.5 be delivered to the Company in accordance with these articles and any instructions contained in the notice of the Annual General Meeting or General Meeting to which they relate.

- 14.4 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 and the Company shall take reasonable steps to verify the proxy instrument.
- 14.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 14.5.1 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
 - 14.5.2 appointing that person as a proxy in relation to any adjournment of the Annual General Meeting or General Meeting to which it relate as well as the meeting itself.
- 14.6 A person who is entitled to attend, speak or vote at an Annual General Meeting or 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. If a person exercises such right, the instrument appointing the proxy is deemed to be automatically withdrawn.
- 14.7 Proxies shall count towards the quorum of an Annual General Meeting or a General Meeting.
- 14.8 A Member may appoint any person (other than an Expelled Member) as their proxy.

15. THE BOARD

- 15.1 There shall be a Board consisting of up to 15 Board Members. The Board shall consist of:
- 15.1.1 subject to Article 15.2, 6 Tenant Board Members and 2 Leaseholder Board Members or 5 Tenant Board Members and 3 Leaseholder Board Members;
 - 15.1.2 up to 4 Council Board Members; and
 - 15.1.3 up to 3 Appointed Board Members.
- 15.2 If insufficient Secure Tenants or Leaseholders are nominated in accordance with Article 16.5 to fill the available Secure Tenant Board Member or Leaseholder Board Member positions respectively at any election, then such position(s) may be filled by Leaseholders or Secure Tenants respectively.
- 15.3 The number of Local Authority Persons appointed to the Board shall not at any time be equal to or exceed 49 per cent. of the total number of Board Members or such other percentage as would from time to time cause the Company to be treated as being a Controlled Company.
- 15.4 No Board Member shall be appointed unless they have signed and agreed to be bound on their appointment to the Company's Code of Conduct for Board Members.
- 15.5 No Member shall be eligible to be appointed to the Board in accordance with Article 16.1, 18 or 19 if he or she:
- 15.5.1 is a member of an Area Review Board in the Royal Borough; or
 - 15.5.2 is bankrupt or has any arrangement or composition with his creditors; or
 - 15.5.3 is prohibited by law from being a Board Member; or

- 15.5.4 is incapable, in the reasonable opinion of the Board, by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
 - 15.5.5 has been the subject of a custodial sentence imposed by a court in the United Kingdom in respect of any criminal act or omission unless the Board determines otherwise; or
 - 15.5.6 has been convicted of any criminal act or omission other than a conviction which is spent in accordance with the provisions of the Rehabilitation of Offenders Act 1974 unless the Board determines otherwise.
- 15.6 The Council Board Members shall be such persons as are appointed to the Board in accordance with Article 18.
- 15.7 Appointed Board Members shall be appointed in accordance with Article 19.
- 15.8 A Board Member shall cease to be a Board Member if he:
- 15.8.1 becomes bankrupt or makes any arrangement or composition with his creditors;
 - 15.8.2 becomes prohibited by law from being a Board Member;
 - 15.8.3 if he is requested in writing by 75 per cent. or more of the other Board Members to resign his office;
 - 15.8.4 becomes, in the reasonable opinion of a majority of the other Board Members, incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
 - 15.8.5 is the subject of a custodial sentence imposed by a court in the United Kingdom in respect of any criminal act or omission unless the Board determines otherwise;
 - 15.8.6 is convicted of any criminal act or omission unless the Board determines otherwise;
 - 15.8.7 resigns from office by giving written notice to the Company;
 - 15.8.8 becomes a member of an Area Review Board in the Royal Borough;
 - 15.8.9 in the case of a Tenant Board Member or a Leaseholder Board Member, is removed by a resolution of the Company passed by 50 per cent of Members voting in a ballot.
 - 15.8.10 in the case of a Tenant Board Member or a Leaseholder Board Member, ceases to be eligible for Membership under Article 3.
 - 15.8.11 in the case of a Council Board Member ceases to be a Councillor in the Royal Borough;
 - 15.8.12 fails to attend any Board Meetings for a period of 4 months or longer and the Board determines that he shall be removed from the Board;
 - 15.8.13 does not sign any revision to the Company's Code of Conduct for Board Members

15.8.14 dies.

15.9 Subject to Article 19.3 no Board Member may serve for more than 9 calendar years without a three year break. For the purpose of this Article the term of 9 calendar years shall include any breaks taken during this period.

15.10 A person who ceases to be a Board Member as a result of Articles 15.8.3 or 15.8.9 shall be eligible to stand for re-election to the Board after a period of not less than three years.

16. RESIDENT BOARD MEMBERS

16.1 Every Secure Tenant and Leaseholder (other than a Local Authority Person) who has been a Tenant for 2 years or more and is also a Member shall be eligible for election to the Board as a Secure Tenant Board Member and a Leaseholder Board Member respectively.

16.2 All Resident Board members shall retire from the Board after a 3 year term (such term expiring at the conclusion of the elections and/or Annual General Meeting or General meeting held to appoint the Resident Board Member's successor). Subject to Article 15.9, a retiring Resident Board member shall be eligible for re-election in accordance with this Article 16. The Board shall agree the arrangements for the retirement of Resident Board Members serving on the Board at the time of the implementation of changes to this Article (September 2012).

16.3 Elections shall take place during each year on a date to be fixed by the Board and notified to all Members. The Election Date in each year shall be notified to Members not later than 6 weeks before the Election Date in each year. The Election Date shall not in any case be less than eleven nor more than fourteen months after the date of the last election.

16.4 The Board shall appoint a person or body to act as returning officer in respect of each election upon such terms as it shall consider appropriate.

16.5 Nominations for election as a Resident Board Member must be made in writing and shall contain the name and address of the Member nominated, a signed statement of his willingness to be a candidate in the election and the names addresses and signatures of at least 5 Members making the nomination.

16.6 A nomination form shall be delivered to the Office or such other address as the Board shall notify to Members to arrive not later than close of business on the closing date specified by the Board. Nominations shall be accompanied by a written profile of the candidate not exceeding such length as the Board may provide. The written profiles shall only make reference to the candidate.

16.7 The names of all candidates seeking to be elected in any election shall be sent to every Member accompanied by a copy of the candidate's written profile.

16.8 Each Resident Board Member shall, subject to the provisions of Article 15.9, be elected to serve for a period of 3 years (such term expiring at the conclusion of the Annual General Meeting or General Meeting held to appoint the Resident Board Member's successor).

16.9 If a person who is a Resident Board Member ceases for any reason to be a Board Member there shall be an election for the appointment of a further Resident Board Member as appropriate within 3 months of the vacancy arising unless such vacancy arises less than 6 months before the next following Election Date. At any election held as a result of a vacancy arising on the Board the replacement Resident Board Member

elected shall remain on the Board only until the Election Date upon which the original Resident Board Member in question was due to retire under the provisions of Article 16.2.

- 16.10 If the number of Resident Board Members falls below 6 there shall be an election for the appointment of a further Resident Board Member to bring the number of Resident Board Members back up to 8 within 3 months of the vacancy arising unless such vacancy arises less than 6 months before the next following Election Date. At any election held as a result of a vacancy arising on the Board the replacement Resident Board Member elected shall remain on the Board only until the Election Date upon which the original Resident Board Member in question was due to retire under the provisions of Article 16.2.

17. ELECTION OF RESIDENT BOARD MEMBERS

- 17.1 Each Member shall be entitled to vote in elections for Resident Board Members.
- 17.2 Each member shall vote by returning the ballot paper to the person appointed to act as a returning officer under Article 16.1 by post, Electronic means (if available) or by handing it to him at a meeting called by the Board for the purposes of receiving votes.
- 17.3 Subject to Article 17.4, each Member shall have as many votes as there are vacancies, and shall mark his or her voting intention up to this number on the ballot paper against the names of the candidates. The successful candidates for the available number of vacancies shall be those with the highest number of votes. No set percentage of votes is required. In an equality of votes a coin will be tossed by the Chair to determine which candidate shall be deemed to be elected.
- 17.4 A Member shall only cast as many votes for the appointment of Secure Tenant Board Members or Leaseholder Board Members as there are vacancies for Secure Tenant Board members or Leaseholder Board Members respectively.

18. COUNCIL BOARD MEMBERS

- 18.1 There shall be 4 Council Board Members each of whom shall be appointed by the Royal Borough by the date fixed by the Board for the first board meeting following the Election Date in each year.
- 18.2 The Royal Borough shall notify the Secretary in writing the names of the persons who have been appointed as Council Board Members before the date fixed for the first Board Meeting following the Election Date in any year.
- 18.3 Each of the Council Board Members shall retire from the Board on the morning of the date fixed for the first Board meeting following the Election Date in the year following their appointment.

19. APPOINTED BOARD MEMBERS

- 19.1 There shall be 3 persons appointed to be Board Members who shall not be persons eligible to become Members in accordance with Articles 3.3 and 3.4 or Local Authority Persons and such persons shall be called Appointed Board Members.
- 19.2 An Appointed Board Member shall be appointed for a period of 3 years at the end of which he shall cease to be an Appointed Board Member but shall, subject to Article 19.3, be eligible for appointment for a further period.
- 19.3 An Appointed Board Member may serve as a Board Member for a period not exceeding 9 years.

- 19.4 The Board shall establish a procedure for selecting the candidates for appointment in accordance with Rule 19.5.
- 19.5 The appointment of Appointed Board Members shall be ratified by the Board with the consent of two-thirds of the Board Members present and voting, on the recommendation of a panel of one Resident Board Member, one Council Board Member and one present or past Appointed Board Member. The panel shall be assisted by the Company's Chief Executive and the Secretary, who shall not vote. The appointment shall take place prior to, or as the first item on the agenda of, any Board Meeting where Council Board Member appointments under Article 18.1 take place.

20. BOARD MEMBERS' INTERESTS

- 20.1 Except to the extent expressly permitted by these Articles, no Board Member shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Board Member in any other contract to which the Company is a party.
- 20.2 Whenever a Board Member has any kind of interest in a matter to be discussed by the Board which may conflict with the interests of the Company, the Board Member concerned must declare an interest in the item under discussion, withdraw from the meeting for that item (unless expressly asked to stay to provide information) and shall not be taken into account in calculating the quorum for that item of the meeting. For the purposes of this Article, a conflicting interest or duty is an interest or duty that arises as a result of a Board Member being a Member, director, officer or employee of another organisation.

21. CONTINUING TRAINING AND DEVELOPMENT

- 21.1 Each Resident Board Member shall be required to undertake continuing training and development as a Board Member in order to develop the skills necessary to undertake their responsibilities. An annual programme of training will be given to Board Members in order to carry this out.
- 21.2 Board Members shall be required to participate in self and Board skills appraisal conducted by the Company's Chief Executive, the Company Secretary or as otherwise agreed by the Board.

22. FUNCTIONS OF THE BOARD

- 22.1 The Board shall be responsible for ensuring that the objects of the Company are carried out and for ensuring proper day-to-day management of the Company and its affairs.
- 22.2 The Board shall adopt codes of conduct policies and standing orders dealing with the conduct of business and the conduct of elections by the Company and such other matters as may appear appropriate to the Board from time to time. All such codes policies and standing orders shall be made available for inspection upon request by Members.
- 22.3 The Board shall have power to alter or add to or repeal any code of conduct, policy or standing order.
- 22.4 The Board shall be responsible for the appointment and (if necessary) the dismissal of the Company's Chief Executive and such senior members of staff of the Company as it shall decide.
- 22.5 At its first meeting after its election and at any other time the Board shall appoint such committees as it considers necessary to carry out its business. No Committee shall

consist of fewer than 3 Members. Committees shall consist of at least one Resident Board Member and any other persons whether Board Members or not who are appointed or co-opted on to a Committee by the Board. Each Committee shall be chaired by a Resident Board Member.

- 22.6 The Board shall be responsible for the constitution and terms of reference of all Committees.
- 22.7 The Board shall be responsible for organising the Annual General Meeting and all other General Meetings.
- 22.8 For the purposes of the 1985 Act and the 2006 Act the persons who are Board Members from time to time shall be the directors of the Company.

23. PROCEEDINGS OF THE BOARD

- 23.1 The Board shall meet a minimum of six times in each calendar year.
- 23.2 The Board shall appoint a Chair and two Vice-Chairs each of whom shall be a Resident Board Member. Such appointments shall be made at the first meeting of the Board following the Election Date in each year and the persons appointed shall be the Chair and Vice-Chairs of the Company until the next Election Date. For this Board business only, Board Members shall be permitted a postal vote.
- 23.3 Subject to Article 23.5, the Board may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as it thinks fit. Questions arising at any meeting shall be decided by a majority of the votes cast by those Board Members present. In the case of an equality of votes the Chair shall have a second or casting vote.
- 23.4 The Chair may, and the Secretary at the request of not less than four Board Members of whom at least two are Resident Board Members shall, summon a Board Meeting. Notice of any Board Members' meeting must indicate:
 - 23.4.1 its proposed date, time and subject matter;
 - 23.4.2 where it is to take place; and
 - 23.4.3 if it is anticipated that Board Members participating in the Board Meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 23.5 The quorum necessary for a Board Meeting to take place shall be 7 of which the number of Resident Board Members is no less than 4 provided that no Board Meeting shall be quorate unless the Resident Board Members are the majority of the Board Members present.
- 23.6 The Board may act despite any vacancy in its body, but, if and for so long as its number is reduced below the number fixed as the quorum the Board may only act for the purpose of increasing the number of Members to that number, or to summon a General Meeting and for no other purpose.
- 23.7 All acts done by any Board Meeting or of a sub-committee, or by any person acting as an Board Member, shall be valid, regardless of any later discovery of a defect in the appointment of any Board Member, or that any of them were disqualified or of any deficiency in the quorum.

23.8 The Board shall keep full and detailed minutes of all its proceedings and such minutes shall be available for inspection upon request by any Board Member.

24. SECRETARY

24.1 The Board will appoint a Secretary who need not be a Member for such term and on such conditions as the Board thinks fit.

24.2 Any Secretary may be removed by a majority of the Board.

24.3 A provision of the 1985 Act, the 2006 Act or these Articles requiring or authorising a thing to be done by a Board Member and the Secretary shall not be satisfied by its being done by the same person acting both as Board Member and as the Secretary.

25. MEANS OF COMMUNICATION TO BE USED

25.1 Subject to these Articles:

25.1.1 anything sent or supplied by or to the Company or its Members or Board Members under these Articles may be sent or supplied in any way in which the 2006 Act provides for Documents or information to be sent or supplied by or to the Company for the purposes of the 1985 Act or the 2006 Act, and

25.1.2 any notice or Documents to be sent or supplied to the Members or the Board Members in connection with the taking of decision by the Members or the Board Members may also be sent or supplied by the means by which the Members or Board Members have asked to be sent or supplied with such notices or Documents for the time being.

25.2 A Board Member may agree with the Company that notices or Documents sent to that Board Member 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.

26. ADDRESS AND OTHER CONTACT DETAILS

26.1 Anything sent to a Member or Board Member under these Articles may be sent to that Member's address as registered in the register of Members or register of Board Members, unless:

26.1.1 the Member or Board Member (as appropriate) and the Company have agreed that another means of communication is to be used, and

26.1.2 the Member or Board Member (as appropriate) has supplied the Company with the information it needs in order to be able to use that other means of communication.

27. THE SEAL AND THE REGISTER OF MEMBERS

27.1 The Board shall provide for the safe custody of the Seal, which shall be used only by the authority of the Board or of a sub-committee authorised by the Board for that purpose. Every instrument to which the Seal is to be affixed shall be signed by a Board Member and shall be countersigned by the Secretary or by a second Board Member or some other person appointed by the Board for that purpose.

27.2 The Secretary shall be required by the Board to keep and maintain a register of Members which shall be updated on a monthly basis. The register of Members shall be available for inspection by any Member at the Office during normal business hours.

The register of Members shall be conclusive evidence of the membership of the Company at any time.

- 27.3 The Secretary shall be required to keep and maintain a register of Board Members which shall be available for inspection by any Member at the Office during normal business hours. This Register shall identify which Board Members are Council Board Members and which are Appointed Board Members. The Register shall be conclusive evidence of the identity of the Board Members at any time.

28. FINANCE

- 28.1 The financial year of the Company shall run from 1 April to 31 March.
- 28.2 The funds of the Company shall be banked in the name of the Company.
- 28.3 All cheques or other payments and all receipts for money paid to the Company shall be signed, by such persons and in such manner as the Board shall from time to time agree.

29. ACCOUNTS, OTHER RECORDS AND AUDIT

- 29.1 The Company shall comply with the provisions of the 2006 Act in respect of the keeping of accounts.
- 29.2 The accounting records shall be kept at the registered office of the Company or, subject to the 2006 Act, at such other place or places as the Board thinks fit, and shall always be open to inspection by Members and Board Members.
- 29.3 The Board Members must ensure that the Company keeps a record, in writing of every decision taken by the Board Members for at least ten years from the date of the decision recorded in it.
- 29.4 Auditors shall be appointed by the Board and their duties regulated in accordance with the 2006 Act.

30. INDEMNITY

- 30.1 Subject to the provisions of the 2006 Act every Board Member or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

31. DISSOLUTION

- 31.1 Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

32. RULES OR BYE LAWS

- 32.1 The Board Members may from time to time make such Rules or Bye Laws as they may deem necessary or convenient for the proper conduct and management of the Company, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate:

- 32.1.1 the admission and classification of Members, and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 32.1.2 the conduct of Members in relation to one another, and to the Company's employees;
 - 32.1.3 the procedures at Annual General Meetings, General Meetings and Board Meetings and sub-Committees in so far as such procedure is not regulated by these Articles;
 - 32.1.4 generally, all such matters as are commonly the subject matter of Company rules.
- 32.2 The Company in an Annual General Meeting or a General Meeting shall have power to alter, add to or repeal the Bye Laws and the Board Members shall adopt such means as they deem sufficient to bring to the notice of Members all such Bye Laws, which, so long as they shall be in force, shall be binding on all Members provided, nevertheless, that no Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.