

RYKNELD HOMES LIMITED

Company No. 05864912

MEMORANDUM AND ARTICLES OF ASSOCIATION

**COMPANY LIMITED BY GUARANTEE
THE COMPANIES ACT 1985, 1989, 2006**

Date of Incorporation: 3 July 2006

**MEMORANDUM
OF ASSOCIATION**

MEMORANDUM OF ASSOCIATION

1. NAME

The name of the company is Rykneld Homes Limited ("the Organisation").

2. REGISTERED OFFICE

The Organisation's registered office is to be located in England.

3. OBJECTS

The objects of the Organisation shall be, in the areas where North East Derbyshire District Council or any successor body thereto (the "Parent") own or manage housing stock and in the Surrounding Area, to:

- (1) provide, manage, maintain, improve, demolish or convert:
 - (a) the housing stock owned or managed by the Parent from time to time; and
 - (b) any Social Housing not being within (a) above; and
 - (c) any housing not being within (a) or (b) abovetogether with any other amenities or facilities for the benefit of residents of housing within (a) (b) or (c) above, either exclusively or together with persons who are not residents of such housing;
- (2) provide amenities and services of any description for residents of housing within (1) (a) (b) or (c) above either exclusively or together with persons who are not residents of such housing;
- (3) provide advice and assistance to all tenants, leaseholders, and licensees, of the Parent and applicants for housing and applicants for housing advice in respect of local authority housing;
- (4) where the carrying out of such activity is connected with or incidental to provision of housing (including but not limited to Social Housing), carry out any activity which contributes to the regeneration or development (within the meaning of Section 126 of the Housing Grants Construction and Regeneration Act 1996) of any area or areas within (i) the areas where the Parent owns or manage housing stock or (ii) the Surrounding Area, including but not limited to:-
 - (a) ensuring that land and buildings are brought into effective use;
 - (b) contributing to or encouraging economic development;

- (c) creating an attractive and safe environment;
 - (d) preventing crime or reducing the fear of crime;
 - (e) providing or improving housing (including but not limited to Social Housing) or social and recreational facilities for the purpose of encouraging people to live or work in the said area or for the purpose of benefiting people who live there;
 - (f) providing employment and training;
 - (g) providing or improving training, educational facilities or health services for local people;
 - (h) assisting local people to make use of opportunities for education, training or employment;
 - (i) meeting the special needs of local people which arise, amongst other matters, because of disability or because of their sexual orientation or the ethnic, cultural or religious group to which they belong.
- (5) provide, construct, improve, maintain or manage housing (including but not limited to Social Housing) to be kept available for letting or licensing including the use of hostels;
 - (6) provide, construct, manage, maintain or improve accommodation required from time to time for the benefit of persons who require temporary accommodation;
 - (7) carry out any function of a local housing authority (as defined in the Housing Act 1985) which is conferred by or under Part VI or Part VII of the Housing Act 1996 which the Organisation is permitted to carry out under any order made under the Regulatory Reform Act 2001 or any preceding legislation including the Local Authorities (Contracting Out of Allocation of Housing and Homelessness Functions) Order 1996;
 - (8) carry out housing benefit verification of persons on behalf of the Parent;
 - (9) assess applications by residents of housing stock owned or managed by the Parent to exercise the right to buy under Part V of the Housing Act 1985;
 - (10) enable or assist any residents of the housing stock owned or managed by either the Parent or the Organisation to acquire, or to acquire and enter into occupation of, houses;

- (11) provide services of any description for the Parent or any other person to whom the Parent itself could provide such services, where such providing of services by the Organisation is connected with or incidental to provision of housing (including but not limited to Social Housing); and
- (12) provide services of any description for registered providers of Social Housing or other Social Housing providers.

4. **POWERS**

Subject to Clause 5, the Organisation may in order to further the Objects (but not otherwise) do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum and in particular it has powers:

Property

- (1) to construct, alter, improve, maintain, equip, furnish and/or demolish any buildings, structures or property;
- (2) to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- (3) to sell, lease, licence, exchange, dispose of or otherwise deal with property;
- (4) to provide accommodation for any other organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents);

Staff and Volunteers

- (5) to employ staff or engage consultants and advisers on such terms as the Board may approve and to provide pensions to staff, their relatives and dependants;
- (6) to recruit or assist in recruiting and managing voluntary workers;

Fund Raising

- (7) to raise funds and to **to** invite and receive contributions;

Trading

- (8) to trade in the course of carrying out its Objects and to charge for services;

Publicity

- (9) to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Organisation and other similar organisations;
- (10) to promote or carry out research and publish the results of it;

Contracts

- (11) to co-operate with and enter into contracts with any person, including the Parent;

Bank or Building Society Accounts

- (12) to draw, make, accept, endorse discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Organisation;

Borrowing and Loans

- (13) subject to the prior written consent of the Parent and to such consents as may be required by law to borrow money, to issue loan stock or raise money in such manner as the Organisation shall think fit and to secure the repayment of any money borrowed, raised or owing by such security as the Organisation shall see fit (including by way of floating charge) upon the whole or any part of the Organisation's property or assets (whether present or future) and also by giving similar security to secure and guarantee the performance by the Organisation of any obligation or liability it may undertake or which may become binding on it;

Insurance

- (14) to insure the assets of the Organisation to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- (15) to insure and indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- (16) to take out insurance to protect the Organisation and those who use premises owned by or let or hired to the Organisation;

- (17) to take out indemnity insurance to cover the liability of the Board Members and officers of the Organisation who are not Board Members but this insurance may not extend to:
- a. any claim arising from any act or omission which a Board Member or officer knew was a breach of duty or breach of trust or which was committed by a Board Member or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or
 - b. the costs of an unsuccessful defence to a criminal prosecution brought against a Board Member or officer in his capacity as a Board Member or officer of the Organisation.

Investments

- (18) **subject to the prior written consent of the Parent** to invest the money of the Organisation in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Board decides;
- (19) **subject to the prior written consent of the Parent** to delegate to an investment manager power at its discretion to buy and sell investments for the Organisation in accordance with the investments policy laid down by the Board;
- (20) subject to such consents as may be required by law and compliance with all formal guidance issued by the Organisation's regulators (if any) to purchase or otherwise acquire or encourage or promote and in any way support or aid the establishment and development of any subsidiary, or any other body established for the purposes of carrying on any trade or business either for the purpose of raising funds for the Organisation or for the furtherance of the objects of the Organisation;
- (21) subject to the prior written consent of the Parent to make donations, grants or loans or provide services or assistance to such persons and organisations and on such terms as the Board shall think fit to further the objects of the Organisation.

Other Organisations

- (22) to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of its objects;
- (23) to co-operate or join with any voluntary body or public or statutory authority in any location whatsoever in furthering its objects or allied purposes, to exchange information and advice and to undertake joint activities with them;
- (24) to amalgamate with any organisation which has objects similar to its Objects;
- (25) to affiliate, register, subscribe to or join any relevant organisation;
- (26) to act as agent or trustee for any organisation;

Reserves

- (27) to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- (28) to pay the costs of future formation of subsidiaries or legal entities.

General

- (29) to do anything else within the law which promotes or helps to promote the Objects.

5. LIMIT ON POWERS

The Organisation shall not, without the prior written consent of the Parent, have the power to:

- (1) enter into any transaction which may affect:
 - a. the Parent's affordable borrowing limits as determined from time to time by the Parent under section 3 of the Local Government Act 2003;
 - b. any borrowing limits set by the Secretary of State under section 4 of the Local Government Act 2003 either in relation to the Parent's borrowing limits or the limits of local authorities in general; or

- c. the Parent's compliance with the Prudential Code for Capital Finance in Local Authorities published by CIPFA as amended or reissued from time to time; or
- (2) invest or make any arrangements to invest sums other than in a building society or bank.

6. APPLICATION OF INCOME AND PROPERTY

The Organisation shall not trade for profit. The income and property of the Organisation shall be applied solely towards the promotion of its Objects as set forth in the Memorandum and no portion thereof shall be paid or transferred, directly or indirectly, save as provided below by way of dividend, bonus or otherwise howsoever by way of profit, to the Members or in contravention of section 122 of the Housing and Regeneration Act 2008, and no Board Member shall be appointed to any office of the Organisation paid by salary or fees or receive any remuneration or other benefit or money or money's worth from the Organisation PROVIDED THAT nothing herein shall prevent any payment in good faith by the Organisation:-

- (1) Of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Organisation (not being a Board Member) in return for any services rendered to the Organisation;
- (2) Of fees, remuneration or other benefit in money or money's worth to a company of which a Board Member may be a member holding not more than 2% of the share capital of the company;
- (3) To (a) any Board Member or (b) any person who is appointed by the Board to sit on a committee to which the Board has delegated any of its powers (for the avoidance of doubt, in each case in his capacity as a Board Member or person so appointed), of reasonable out-of pocket expenses and such other sums as may be determined by the Parent PROVIDED THAT payment of any such sum is in accordance with any applicable guidance published by the Regulator from time to time and PROVIDED FURTHER THAT no sum shall be paid to a Board Member or other person who is an elected member of the Parent in excess of that permitted by the Order and PROVIDED FURTHER THAT in making any payment under this Clause 6(3) the Organisation shall have regard to any guidance issued by the Department of Communities and Local Government;
- (4) Of sums due in respect of indemnity insurance for Board Members under Clause 4(17);

- (5) Of reasonable and proper remuneration to the Parent or employees thereof (not being Board Members) in return for any services rendered to the Organisation;
- (6) Of reasonable and proper rent for premises demised or let by the Parent;
- (7) Of reasonable and proper interest on money lent by the Parent;

PROVIDED FURTHER THAT nothing shall prevent the Organisation from managing a property in accordance with its Objects (including the full range of activities it may undertake) notwithstanding the fact that the tenant, lessee or licensee (or prospective tenant, lessee or licensee) of such property may be a Board Member SUBJECT TO the proviso that any Board Member who is a beneficiary of the Organisation shall not be entitled to speak in any debate or cast his/her vote in respect of any matter relating solely to the property of which he/she is lessee, tenant or licensee and shall absent himself/herself from such proceedings but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties managed by the Organisation.

7. **EQUAL OPPORTUNITIES**

The Organisation shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability.

8. **LIMITED LIABILITY**

The liability of the Members is limited.

9. **MEMBERS GUARANTEE**

The Members undertake to contribute to the assets of the Organisation, in the event of the same being wound up while they are a member of the Organisation, or within one year after they cease to be a member of the Organisation, for payment of the debts and liabilities of the Organisation contracted before they cease to be a member of the Organisation, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

10. **WINDING UP**

If, upon the winding up or dissolution of the Organisation, there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall (subject always to section 167 of the Housing and Regeneration

Act 2008) be paid or transferred to the Housing Revenue Account (as defined in the 1989 Act) of the Parent.

11. DEFINITIONS

- (1) In this Memorandum:
 - a. "Memorandum" shall mean this Memorandum of Association as originally adopted or as altered from time to time;
 - b. "Objects" shall mean the objects of the Organisation set out in Clause 3 of the Memorandum;
 - c. "Order" means the Local Authorities (Companies) Order 1995 as amended or re-enacted from time to time;
 - d. "Social Housing" means accommodation which satisfies section 68(1)(a) or (b) of the Housing and Regeneration Act 2008 and property which is social housing pursuant to section 77 of the Housing and Regeneration Act 2008.
 - e. "Surrounding Area" shall mean the counties or local authorities immediately adjacent to the administrative area of the Parent; and
 - f. terms defined in the Articles of Association of the Organisation shall have the same meaning in this Memorandum of Association.
- (2) In this Memorandum words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender.
- (3) A reference to any Act of Parliament, or to any order, regulation, statutory instrument, or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

RYKNELD HOMES LIMITED

Company No. 05864912

ARTICLES OF ASSOCIATION

**COMPANY LIMITED BY GUARANTEE
THE COMPANIES ACT 1985, 1989, 2006**

Date of Incorporation: 3 July 2006

ARTICLES OF ASSOCIATION

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DEFINITIONS AND INTERPRETATION

1. In the Articles unless the context otherwise requires:

“AGM”	means the Annual General Meeting of the Company at which the Parent as the sole Member attends to receive the annual report, approve the annual accounts;
“the Act”	means the Companies Acts as defined in Section 2 of the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force, in so far as they apply to the Company;
“the Articles”	means these Articles of Association as originally adopted or as altered from time to time;
“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;
“Board”	means the Board of directors of the Organisation from time to time;
“Board Members”	means the directors for the time being of the Organisation;
“Chair”	means the Chair of the Organisation appointed pursuant to Article 39(1) or in his absence appointed pursuant to Article 39(2) or any deputy chair appointed pursuant to Article 39(3);
“clear days”	means, in relation to the period of a notice, that 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;

“Department for Communities and Local Government”	means the Department for Communities and Local Government or any other body or governmental (whether local, regional or national) department substituted for the Department for Communities and Local Government or carrying out similar, additional or replacement functions to those carried out by the Department for Communities and Local Government at the date of incorporation of the Organisation;
“document”	unless specified otherwise specified this includes any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006;
“executed”	means in relation to any contract, agreement or other document consent thereto and includes any mode of execution;
“Family Member”	means, in relation to a Board Member, his spouse, partner, parent, parent-in-law, son, daughter, stepson, step-daughter, child of a partner, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, or the spouse or partner of any of the preceding persons and “partner” means a person who lives with a Board Member as husband, wife or same sex partner;
“Joint Tenant”	means a joint tenant who occupies a residential property belonging to the Parent under a secure tenancy agreement or lease jointly with another person;
“Independent Board Member”	means a Board Member appointed pursuant to Article 24 or Articles 25(2) or (3);
“Introductory Tenant”	means an individual who occupies a residential property belonging to the Parent under an introductory tenancy as defined in Part V of the Housing Act 1996;
“Local Authority Employee”	means any person who is an employee of the Parent who is not a Local Authority Person;

“Local Authority Person”	means any person who is or has been at any time in the preceding 12 months: <ul style="list-style-type: none">(i) a member of the Parent; or(ii) an employee of the Parent (which for these purposes shall not include employees without a supervisory or managerial role PROVIDED THAT it shall include employees responsible for monitoring the activities of or providing advice to the Organisation or who perform duties in relation to the Parent’s housing functions);
“Memorandum”	means the Organisation’s Memorandum of Association as originally adopted or as altered from time to time;
“Objects”	means the objects of the Organisation set out in Clause 3 of the Memorandum;
“Office”	means the registered office of the Organisation;
“Organisation”	means Rykneld Homes Limited
“Order”	means the Local Authorities (Companies) Order 1995 as amended or re-enacted from time to time;
“Parent”	means North East Derbyshire District Council or any successor body thereto who shall be the sole member of the Organisation;
“Parent Board Member”	means a Board Member appointed pursuant to Article 22 or Article 25(1);
“Possession Order”	means an order of the court for the possession of a property let by the Parent under either a secure tenancy or an introductory tenancy;
“Regulator”	means the Regulation Committee established by the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008 or any future body or authority (including any statutory successor) carrying on similar regulatory functions to the Homes and Communities Agency;
“the seal”	means the common seal of the Organisation;

“Secretary”	means the secretary of the Organisation or any other person appointed to perform the duties of the secretary of the Organisation, including a joint, assistant or deputy secretary;
“Tenant”	means an individual who occupies a residential property belonging to the Parent under a secure tenancy agreement or under a lease of 50 years or more where the lessor is the Parent;
“Tenant Board Member”	means a Board Member appointed pursuant to Article 23 or Articles 25(4) or (5);
“the United Kingdom”	means Great Britain and Northern Ireland; and
“in writing”	means the representation 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.

2. (1) Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Organisation.
- (2) In these Articles words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender.
- (3) A reference to any Act of Parliament, or to any order, regulation, statutory instrument, or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force
- (4) None of the Tables A to F in the Companies (Tables A to F) Regulations 2006 applies to the Organisation.

ADMISSION OF MEMBERS

3. No person other than the Parent shall be admitted to membership of the Organisation.
4. The Parent shall nominate a person to act as its representative in writing to the Secretary. Such representative shall have the right on behalf of the Parent to attend general meetings of the Organisation and vote thereat, and generally exercise all rights of membership on behalf of the Parent. The Parent may from time to time revoke the nomination of such representative, and nominate another representative in his place. All such nominations and revocations shall be in writing.
5. The rights of the Parent as sole member of the Organisation shall be personal and shall not be transferable. The Parent may by notice in writing appoint a proxy in accordance with Articles 6 and 7.

APPOINTMENT OF A PROXY BY THE SHAREHOLDER

6. The Parent may appoint a proxy by providing a notice in writing. (a "Proxy Notice") A valid notice must :
 - (1) identify the person appointed to be the shareholder's proxy and the general meeting in which that person is appointed
 - (2) be signed by an authorised representative of the Parent
 - (3) be delivered to the Company in accordance with Article 7

A Proxy Notice may specify how the appointed proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
7. Unless the proxy notice indicates otherwise it must be treated as:
 - (1) allowing the proxy appointed under it discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (2) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

GENERAL MEETINGS AND RESOLUTIONS

8. The Board Members may call general meetings and, on the requisition of the Parent pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Board Members to call a general meeting, any Board Member or the Parent may call a general meeting.

9. (1) An annual general meeting and a general meeting not called on the requisition of the Parent pursuant to Article 8 shall be called by at least fourteen clear days' notice to the Parent or by shorter notice if it is so agreed by the Parent in writing.
 - (2) The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such.
 - (3) The notice shall be given to the Parent and to the Board Members and auditors.
 - (4) The notice shall be posted in such place as the Board decides in order to bring it to the attention of the Tenants and Introductory Tenants.
10. 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 at that meeting.
11. (1) No business shall be transacted at any general meeting unless a quorum is present. The presence of a duly authorised representative of the Parent or their nominated proxy shall be a quorum.
 - (2) Board Members and any member of the public may attend and may speak with the permission of the Chair but may not vote.
12. The Chair is to chair general meetings. If the Chair is not present within 15 minutes from the time of the general meeting, the Board Members present must choose one of their number who is present and willing to act to chair the general meeting.
13. If the Parent makes a decision which is required to be taken in a general meeting or by means of a written resolution, that decision shall be valid and effectual as if agreed by the Organisation in general meeting. Any decision taken by the Parent pursuant to this Article 13 shall be recorded in writing and delivered by the Parent to every Board Member and to the Organisation for entry in the Organisation's minute book. The written resolution may be delivered electronically provided it is supported by a Digital Signature to demonstrate the authenticity of the document.
14. An entry stating that a resolution has been carried or lost in the approved minutes of any meeting shall be conclusive evidence of the fact.

NUMBER OF BOARD MEMBERS

15. (1) The number of Board Members shall be ten.
- (2) Subject to Article 15 (3):
 - a) three Board Members shall be Parent Board Members;
 - b) three Board Members shall be Tenant Board Members; and
 - c) three Board Members shall be Independent Board Members.
- (3) Where the Chair is a Parent Board Member, a Tenant Board Member, or an Independent Board Member, then there shall be four Board Members in the relevant category.
- (4) No more than four Board Members shall be Tenants.
- (5) No more than four Board Members shall be Local Authority Persons and no Local Authority Person shall be a Tenant Board Member. No Local Authority Employee may be appointed as a Board Member.
- (6) No Local Authority Person or Tenant shall be an Independent Board Member.
- (7) No person shall be appointed as a Board Member if that person is an employee of the Organisation or has at any time in the 12 months immediately preceding his appointment been an employee of the Organisation.
- (8) In the event that the number of Board Members shall be less than the numbers specified in this Article 15 the remaining Board Members shall use reasonable endeavours to appoint further Board Members and may act notwithstanding this Article.
- (9) No person shall be appointed as a Board Member if that person has served three consecutive terms of office as a Board Member.
- (10) No person shall be appointed as a Board member if that person is a Family Member of any Board Member.
- (11) No person shall be appointed as a Board Member if that person has had a Possession Order made against them in the four years preceding their appointment.

OBLIGATIONS OF BOARD MEMBERS

16. The Board must set out the obligations of every Board Member to the Board and to the Organisation in writing. The Board must review and may amend the statement of Board Members' obligations from time to time.
17. The statement of the obligations of the Board Members to the Organisation must include:-
 - (1) a commitment to its values and objectives (including equal opportunities);
 - (2) an obligation to contribute to and share responsibility for the Board's decisions;
 - (3) an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
 - (4) an obligation to declare relevant interests;
 - (5) a commitment to equal opportunities;
 - (6) an obligation (subject to any overriding legally binding or regulatory requirement to the contrary) to keep confidential the affairs of the Board; and
 - (7) a reference to their obligations under the general law.
18. Every Board Member must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Organisation within one month of his appointment or election. This statement is to be in the form determined by the Board from time to time.

FUNCTIONS OF THE BOARD

19. As Directors of a Limited Company, and in accordance with the Companies Act 2006, the Board must direct the Organisation's affairs in such a way as to promote the Objects. To achieve this, its functions include:
 - (1) defining the values and objectives of the Organisation;
 - (2) establishing policies and plans to achieve those objectives;
 - (3) approving each year's budget and accounts before publication;
 - (4) establishing and overseeing a framework of delegation of its powers to committees and employees under Article 20 with proper systems of control;

- (5) taking decisions on all matters which will or might create significant financial or other risk to the Organisation or which affect material issues of principle;
- (6) monitoring the Organisation's overall performance in relation to its plans, budget controls and decisions;
- (7) appointing (and if necessary removing) the top executive responsible for the Organisation's overall operations and performance (whether titled Managing Director, Chief Executive or otherwise).
- (8) satisfying itself that the Organisation's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- (9) ensuring appropriate advice is taken on the items listed in Article 19(1) to 19(8) and in particular on matters of legal compliance and financial viability.

DELEGATION OF BOARD MEMBERS' POWERS

20. Although it may not delegate overall responsibility for any of the specific functions listed in Article 19, the Board may delegate any of its decision making powers to any committee or Sub-Board consisting of two or more Board Members together with such other persons the Board considers fit to exercise such powers. It may also delegate to the Chair/or any deputy Chair or to any executive officer such of its powers as it considers desirable to be exercised by them.
21. Any delegation under Article 20 may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions and this Article, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying.

APPOINTMENT OF PARENT BOARD MEMBERS BY THE PARENT

22. (1) The Parent will determine the term for which each Parent Board Member will hold office. Each Parent Board Member shall retire from office at the end of such term (or when he or she ceases to hold office under any other provision of these Articles). The Parent shall appoint a new Parent Board Member or can re-appoint a Parent Board Member who retires from office in the manner provided in this Article 22

- (2) Subject to Articles 15 and 26 the Parent shall from time to time appoint up to four persons as Parent Board Members and shall have the power to remove from office any such Board Member.
- (3) Appointment or removal pursuant to Article 22(1) shall be effected by an instrument in writing signed by the Parent and shall take effect upon lodgement at the Office or such date later than such lodgement as may be specified in the instrument.

Under Review

- (4) Where:
- a) there are four Parent Board Members; and
 - b) the Chair is a Parent Board Member and ceases to hold office as Chair under Article 39; and
 - c) the Board Member subsequently elected as Chair is not a Parent Board Member;

then the Parent Board Members shall agree among themselves which of them shall be deemed to cease to hold office as a Board Member pursuant to Article 26(20). In default of agreement then the Parent shall be invited to select the director deemed to cease to hold office.

- (5) Notwithstanding any other provisions in these Articles the Parent shall have power at any time by notice in writing to the Secretary to appoint and remove any Board Member.

RETIREMENT AND ELECTION OF TENANT BOARD MEMBERS

23. (1) Tenant Board Members shall retire from office in rotation following a three year term of office. Tenant Board Members shall subsequently retire in a rotation which mirrors the following pattern established at incorporation:
- (a) at the first annual general meeting, no Tenant Board Members shall retire;
 - (b) at the second annual general meeting, one (or, if there are four Tenant Board Members, two) Tenant Board Members shall retire; and
 - (c) at the third annual general meeting, two Tenant Board Members shall retire
- (2) Where a Tenant Board Member is appointed as a consequence of the death or retirement (other than by operation of this sub-paragraph) of another Tenant Board Member ("the Predecessor") under Articles 25(4) and 25(5), the period of time for which the Tenant Board Member shall have held office shall, for the purposes only of this Article 23(2) be deemed to include the period since the last election or appointment of the Predecessor.

- (3) Prior to every Annual General Meeting where a Tenant Board Member is to be appointed, direct or indirect elections shall be held among the Tenants for the number of Tenant Board Members to be appointed thereat. Only Tenants shall be eligible to be appointed as Tenant Board Members. Only Tenants and Introductory Tenants shall be eligible to vote and Joint Tenants shall have one vote each. Tolerated trespassers are not eligible to vote. Otherwise the mode and manner of such elections shall be as the Board may from time to time agree subject at all times to compliance with Articles 15 and 26.
- (4) The Secretary shall announce the results of the elections referred to in Article 23(3) before or at each relevant annual general meeting and the Tenants elected shall be duly appointed as Tenant Board Members.
- (5) Where:
- a) there are four Tenant Board Members; and
 - b) the Chair is a Tenant Board Member and ceases to hold office as Chair under Article 39; and
 - c) the Board Member elected as Chair is not a Tenant Board Member;

then the Tenant Board Members shall agree among themselves which of them shall be deemed to cease to hold office as a Board Member pursuant to Article 26(20). In default of agreement, then lots shall be drawn.

RETIREMENT AND SELECTION OF INDEPENDENT BOARD MEMBERS

24. (1) Independent Board Members shall retire from office in rotation following a three year term of office. Independent Board Members shall subsequently retire in a rotation which mirrors the following pattern established at incorporation:
- (a) at the first Annual General Meeting, no Independent Board Members shall retire;
 - (b) at the second Annual General Meeting, one (or, if there are four Independent Board Members, two) Independent Board Members shall retire; and
 - (c) at the third Annual General Meeting, two Independent Board Members shall retire

- (2) Where an Independent Board Member is appointed as a consequence of the death or retirement (other than by operation of this subparagraph) of another Independent Board Member ("the Predecessor") under Article 25(2), the period of time for which the Independent Board Member shall have held office shall, for the purposes only of this Article 24(2) be deemed to include the period since the last election or appointment of the Predecessor.
- (3) If, at the meeting at which an Independent Board Member retires in accordance with Article 24(1), there are no other candidates to fill the post, and the retiring Board Member has not served three consecutive terms of office, the retiring Independent Board Member shall, if willing to act, be deemed to have been re-appointed unless a resolution not to reappoint the Independent Board Member is passed by the meeting.
- (4) No person other than an Independent Board Member retiring by rotation shall be appointed as an Independent Board Member at any general meeting unless he is recommended by the Board.
- (5) Subject to Articles 15, 24(1) – (4), 25 and 26 the Parent may by ordinary resolution in general meeting appoint any eligible person who is willing to act as an Independent Board Member.
- (6) Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to the Parent of any person (other than a Board Member retiring by rotation at the meeting) who is recommended by the Board for appointment or reappointment as an Independent Board Member at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Organisation's register of Board Members.
- (7) Where:
 - a) there are four Independent Board Members; and
 - b) the Chair is an Independent Board Member and ceases to hold office as Chair under Article 39; and
 - c) the Board Member elected as Chair is not an Independent Board Member;

then the Independent Board Members shall agree among themselves which of them shall be deemed to cease to hold office as a Board Member pursuant to Article 26(20). In default of agreement then lots shall be drawn.

CASUAL VACANCIES

25. Subject to Articles 15 and 26, vacancies on the Board may only be filled according to the following:-
- (1) For Parent Board Members, by the Parent. If the Parent shall have failed within three months of a written request by the Board to make the appropriate appointments to the Board of a Parent Board Member, the Board may fill the vacancies solely until the next annual general meeting;
 - (2) For Independent Board Members, by the Parent following a recommendation by the Board; If the Parent fails within three months of a written recommendation by the Board to make the appropriate appointments to the Board of an Independent Board Member, the Board may fill the vacancies solely until the next annual general meeting;
 - (3) If the Board fails to make a recommendation within six months of a vacancy for an Independent Board Member, the Parent may appoint any person who is willing to act as an Independent Board Member to the vacancy solely until the next annual general meeting; and
 - (4) In the case of Tenant Board Members where there remains one year or less until retirement, by the Board; and
 - (5) In the case of Tenant Board Members where there remains more than one year until retirement, by direct election according to Article 23(3) among the Tenants.

DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS

26. A person shall be ineligible for appointment to the Board and if already appointed shall immediately cease to be a Board Member if the relevant individual:-
- (1) ceases to be a Board Member by virtue of any provision of the Act or becomes prohibited by law from being a company director; or
 - (2) is or becomes a person disqualified from elected membership of a local authority; or
 - (3) A bankruptcy order is made against that person; or
 - (4) a composition is made with that person's creditors generally in satisfaction of that person's debts; or

- (5) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that person has become physically or mentally incapable of acting as a director and may remain so for more than 3 months; or
- (6) by reasons of a person's mental health an order is made by a court which wholly or partly prevents that person from personally exercising any powers or rights that person would otherwise have; or
- (7) resigns his office by notice to the Organisation and such resignation has taken effect with its terms ; or
- (8) is removed from office by a resolution of at least three quarters of all the other Board Members present and entitled to vote (whether or not voting) at the meeting at which such a resolution is considered provided that the Board Member concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Board Member; or
- (9) shall for more than three consecutive meetings have been absent from meetings of the Board held during that period unless the Board (at such third consecutive meeting) resolves otherwise; or
- (10) in any period of 12 months, he shall have been absent from four of the meetings of Board Members held during that period unless the Board (at or before the meeting where a Board Member would be removed under this Article) that such person should not cease to be a Board Member; or
- (11) in the case of a Tenant Board Member he ceases to be a Tenant of the Parent PROVIDED THAT this Article 26(11) shall not apply in respect of a Tenant Board Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Board Member's home; or
- (12) is a Tenant Board Member and is (in the reasonable opinion of at least three quarters of the Board Members present and entitled to vote (whether or not voting) at the meeting at which such a resolution is considered) in serious breach of his obligations as a Tenant; or
- (13) is a Parent Board Member and is or becomes a Tenant leading to a breach of the limit in Article 15; or
- (14) is a Tenant Board Member and is or becomes a Local Authority Person leading to a breach of the limit in Article 15; or
- (15) is an Independent Board Member and is or becomes a Tenant, a Local Authority Person; or

- (16) fails to sign a statement of his obligations under Article 18 within one month of his election or appointment and the Board resolves that they be removed; or
- (17) is or becomes an employee of the Organisation or has at any time in the preceding six months been an employee of the Organisation; or
- (18) is or becomes a Family Member of a Board Member. In the absence of agreement between Board Members who are Family Members the Board Member appointed last shall cease to be a Board Member; or
- (19) is or becomes a Local Authority Employee; or
- (20) is deemed to be removed as a Board Member pursuant to Articles 22(3), 23(5), or 24(7); or
- (21) is removed by resolution of the Parent pursuant to Article 22(4).

SUSPENSION OF A BOARD MEMBER

27.1 The Board may suspend a Board member for a period not exceeding 3 calendar months by a resolution of at least three quarters of all the other Board Members present and entitled to vote (whether or not voting) at the meeting at which such a resolution is considered in the following circumstances:

- (1) An allegation is made under the code of conduct and the Board considers it is in the best interest of the Organisation to suspend a Board Member or a number of Board Members while the investigation is being carried out.

If during the suspension period, the investigation concludes that there is no case to answer, then the suspension will be lifted with immediate effect and confirmed in writing by the Company Secretary.

- (2) Following an investigation into an alleged breach of the Code of Conduct, where it has been established that, although there was a clear breach of the Code, the severity or impact of the breach was not considered significant enough to warrant removal.

27.2 While a single period of suspension should not normally exceed 3 calendar months, the Board, by a resolution of at least three quarters of all the other Board Members present and entitled to vote (whether or not voting), extend the period of suspension.

POWERS OF THE BOARD

28. Subject to the provisions of the Act, directions of the Parent in general meeting and the Memorandum and the Articles, the business of the Organisation shall be managed by the Board which may exercise all the powers of the Organisation. No alteration of the Memorandum or Articles or directions of the Parent shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
29. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Organisation for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

BORROWING POWERS

30. Subject to Clauses 4(13) and 5 of the Memorandum, the Board may exercise all the powers of the Organisation to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or other security over its undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Organisation or of any third party.

ALTERNATE BOARD MEMBERS

31. No Board Member shall be entitled to appoint any person as an alternate Board Member.

BOARD AND COMMITTEE MEMBERS' EXPENSES

32. (1) The Board Members may be paid all travelling, hotel, and other expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or otherwise in connection with the discharge of their duties and such other sums as may be determined by the Parent PROVIDED THAT:
- a. no sum shall be paid to a Board Member in excess of that which would be permitted to be paid to a board member of a social landlord registered under the Housing Act 1996;
 - b. no sum shall be paid to a Board Member who is an elected member of the Parent in excess of that permitted by the Order; and

- c. in making any payment under this Article 32(1) the Organisation shall have regard to any guidance issued by the Department for Communities and Local Government.
- (2) Any person who is appointed by the Board to sit on a committee to which the Board has delegated any of its powers under Article 20 may be paid all travelling, hotel, and other expenses reasonably incurred by them in connection with his attendance at meetings of such committee and such other sums as may be determined by the Parent PROVIDED THAT:
- a. no sum shall be paid to a Board Member in excess of that which would be permitted to be paid to a board member of a social landlord registered under the Housing Act 1996;
 - b. no sum shall be paid to a Board Member who is an elected member of the Parent in excess of that permitted by the Order; and
 - c. in making any payment under this Article 32(2) the Organisation shall have regard to any guidance issued by the Department for Communities and Local Government.

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

33. A Board Member may not have any financial interest personally or as a member of a firm or as a director or senior employee (being an employee with managerial status) or in any contract or other transaction of the Organisation unless it is permitted by these Articles and is not prohibited by Clause 6 of the Memorandum.
34. Each Board Member shall ensure that the Secretary has at all times an up to date list of:-
- (1) all bodies trading in which he or she has an interest as:
 - (a) a director or senior employee,
 - (b) a member or partner of a firm,
 - (c) the owner or controller of more than 2% of the issued share capital in a company,
 - (2) all interests as an official or elected member of any statutory body;
 - (3) all interests as the occupier of any property owned or managed by the Organisation;
 - (4) any other significant or material interest.

PROCEEDINGS OF BOARD MEETINGS

35. (1) Subject to any regulations established from time to time by the Organisation in general meeting and compliance with Section 10(1) of the Order the Board may regulate its proceedings as it thinks fit and the quorum for the transaction of the business of the Board at the time when the meeting proceeds to business shall be **five** of whom at least one shall be a Tenant Board Member, one an Independent Board Member and one a Parent Board Member PROVIDED THAT if either the number of Board Members in one or more category of Board Member falls below one or all the Board Members in one or more categories are prevented from voting by Article 37 then the quorum requirement need not include a Board Member in that category or categories. The requirement to have a representative from each of the constituent groups does not apply to Sub-Board meetings.
- (2) $33\frac{1}{3}$ percent of the total number of Board Members (or such whole number of Board Members nearest to $33\frac{1}{3}$ percent) may call a meeting of the Board. The Secretary must give 5 clear days' notice of Board Meetings to each of the Board Members. It shall not be necessary to give notice of a meeting to a Board Member who is absent from the United Kingdom.
- (3) A Board Meeting which is called on shorter notice than required under Article 35(2) is deemed to have been duly called if at least one third of Board Members from time to time certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- (4) If a quorum is not present within half an hour from the time appointed for a Board Meeting the Board Meeting shall, if requested by a majority of those Board Members present, be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board Members present may determine.
- (5) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 35(1) the Board Members present shall constitute a quorum.
- (6) Any member of the public may attend a Board Meeting but may not speak without the permission of the Chair PROVIDED THAT any such person shall be excluded from the meeting during any item of business which the Chair determines is not appropriate for consideration with the public present or in order to ensure the orderly conduct of the meeting.

36. Questions arising at a Board Meeting shall be decided by a majority of votes and each Board Member present in person shall be entitled to one vote. In the case of an equality of votes, the Chair of that meeting shall have a second or casting vote.
37. (1) Any Board Member having an interest in any arrangement between the Organisation and another person or body (which shall include interests of Family Members) shall disclose that interest to the meeting before the matter is discussed by the Board or committee of the Board PROVIDED THAT if the interest exists solely because of the circumstances set out in Article 37(2)(a),(b) or (c) then the interest need not be specifically disclosed at that meeting so long as it is at that time properly recorded in a written Register of Interests of Board Members maintained by the Organisation. Unless the interest is of the type specified in Articles 37(2) or 37(3) the Board Member concerned shall not remain present during the discussion of that item unless requested to do so by the remaining members of the Board or committee of the Board. Unless permitted by Articles 37(2) or 37(3) the Board Member concerned may not vote on the matter in question, but no decision of the Board or any committee of the Board shall be invalidated by the subsequent discovery of an interest which should have been declared.
- (2) Provided the interest has been properly disclosed pursuant to Article 37(1) a Board Member may remain present during the discussion and may vote on the matter under discussion where the interest arises because:
- (a) the Board Member is a Tenant so long as the matter in question affects all or a substantial group of Tenants; or
 - (b) the Board Member is a director or other officer of a company or body which is a parent, subsidiary or associate of the Organisation; or
 - (c) the Board Member is an official or elected member of any statutory body.
- (3) A Board Member shall not be treated as having an interest:
- (a) of which the Board Member has no knowledge and of which it is unreasonable to expect him to have knowledge;
 - (b) in the establishment of a policy in respect of Board Member expenses payable pursuant to Article 32;
 - (c) in arranging insurance under Article 50(2).

38. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the Chair and his ruling in relation to any Board Member other than himself shall be final and conclusive.
39. (1) At the first Board Meeting following each annual general meeting (or at such other time as the Board may decide) the Board shall appoint one of their number to be the chair of the Board to hold office until the next annual general meeting (or at such other time as the Board may decide) and may at any time remove him from that office.
- (2) Unless he is unwilling to do so, the Board Member so appointed shall preside at every meeting of the Board at which he is present. But if there is no Board Member holding that office, or if the Board Member holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Board Members present may appoint one of their number to be chair of the meeting.
- (3) The Board may appoint a deputy chair to act in the absence of the Chair on such terms as the Board shall think fit.
- (4) In the event of there being appointed a Chair and a deputy chair of the Board, then no more than one of those appointments shall be made from any one of the two categories of Board Members referred to in Article 15(2).
40. All acts done by a meeting of the Board, or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.

WRITTEN RESOLUTION

41. A resolution in writing signed by one third of the Board or (as the case may be) a Sub-Board and which satisfies the quorum requirements of Article 35(1) shall be as valid and effectual as if it had been passed at a meeting of the Board or a Sub-Board duly convened and held and may consist of several documents in the like form each signed by one or more Board Members. The written resolution may be delivered electronically provided that it is supported with a digital signature to demonstrate the authenticity of the document.

SECRETARY

42. Subject to the provisions of the Act, the Secretary and any deputy or alternate Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

MINUTES

43. The Board shall cause minutes to be made in books kept for the purpose:-
- (1) of all appointments of officers made by the Board Members; and
 - (2) of all proceedings at meetings of the Organisation and of the Board, and of committees of the Board and of the Parent in its capacity as the sole member of the Organisation, including the names of the Board Members present at each such meeting.

RECORDS ACCOUNTS AND RETURNS

44. (1) The Organisation shall comply with the provisions of Part V of the Local Government and Housing Act 1989, the Order and Part VII of the Act in respect of:-
- (a) the keeping and auditing of accounting records;
 - (b) the provision of accounts and annual reports of the Board; and
 - (c) in making an annual return.
- (2) If the Organisation is a registered provider of social housing it shall comply with the provisions of section 128 of the Housing and Regeneration Act 2008 in respect of the provision of accounts and associated reports to the Regulator.

THE SEAL

45. (1) If the Organisation has a seal it shall only be used with the specific or general authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Board Member and by the Secretary or a second Board Member.
- (2) The Organisation may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board Members.

NOTICES

46. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board or of a committee of the Board need not be in writing.
47. The Organisation may give any notice to the Parent either personally or by sending it by post in a prepaid envelope addressed to the Parent at their registered address or by leaving it at that address.
48. The Parent present by duly authorised representative at any meeting of the Organisation shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
49. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

INDEMNITY

50. (1) Every Board Member or other officer of the Organisation shall be indemnified out of the assets of the Organisation against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him 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 under Section 727 of the Act in which relief is granted to him and no Board Member or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Organisation in the execution of the duties of his office or in relation thereto PROVIDED THAT this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (2) The Board shall have power to purchase and maintain for any Board Member or officer of the Organisation insurance against any such liability as is referred to in Section 310(1) of the Act.