

**THE COMPANIES ACT 2006 AND THE COMPANIES (AUDIT, INVESTIGATIONS AND
COMMUNITY ENTERPRISE) ACT 2004**

**COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION
OF
KENSINGTON GARDENS SQUARE GARDEN C.I.C

INTERPRETATION

1. Defined terms

1.1 In these Articles, unless the context requires otherwise:

“**Annual General Meeting**” means the annual general meeting to be held in accordance with Article 29.1;

“**Annual Garden Subscription**” means the annual garden rates payable each year by Members to be determined in accordance with Article 6;

“**Administration Fee**” means the fee payable by persons seeking Membership following the adoption of these Articles upon admission as a Member, such amount to be set by the Board to cover administration costs;

“**Articles**” means these articles of association;

“**Bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of Bankruptcy;

“**Board of Directors**” means the board of Directors of the Company;

“**Building(s)**” means each of the buildings described in Appendix B which form part of the original designated Kensington Gardens Square, London, W2;

“**Byelaws**” means the most current set of garden rules issued by the Company from time to time;

“**Chair**” has the meaning given in Article 19.1;

“**Company**” means Kensington Gardens Square Garden CIC;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“**Director**” means a director of the Company, and includes any person occupying the position of director;

“**Document**” means any Document sent or supplied in written or Electronic Form;

“**Electronic Form**” has the meaning given in section 1168 of the Companies Act 2006;

“**Freeholder**” means a freeholder of any Building who has owned it for at least one (1) month prior to submitting an application for Membership, provided that where there is more than one (1) such person or corporate body holding a share of the freehold in respect of any one (1) Building, not more than one (1) person or corporate body shall be eligible for Membership in respect of such Building;

“**Frontage**” means the façade or facades of each Building, the details and numbers of which are described in Appendix B;

“**Gardens**” means the small and large gardens known as Kensington Gardens Square, London W2;

“**Garden House**” means the property at 86 to 92 Kensington Gardens Square while all seven (7) Frontages are under one (1) freehold title in common ownership;

“**General Meeting**” means a meeting of the Board of Directors and the Members’ to be held in accordance with Article 29;

“Keyholder“ means a Person with Access Rights who has applied to be a Keyholder in accordance with Article 9.4;

“Keyholder Notification Form“ means a notification in the form set out in Part 2 of Appendix A as amended from time to time by the Company to be completed by persons wishing to become a Keyholder in accordance with Article 8.4;

“Member” means a Freeholder who meets the criteria for Membership as set out in Article 4 and whose name is entered in the Company's register of Members (and for the avoidance of doubt a person or entity who is a Freeholder of more than one (1) Building shall only hold one (1) Membership);

“Membership” means a Member of the Company;

“Objects” has the meaning set out in Article 3;

“Ordinary Board Resolution” means a simple majority of Directors who are entitled to vote;

“Ordinary Resolution” means a resolution made by a simple majority of Members’ exercising their voting rights set out in Article 34;

“Person(s) with Access Rights” has the meaning described in Article 9.2;

“Proxy Notice” has the meaning given in Article 37.1;

“Registration Form” means the form set out in Part 1 of Appendix A as amended from time to time by the Company;

“Secretary” means a person who the Directors believe has the requisite knowledge and experience to discharge the functions of secretary of the Company in accordance with the Companies Act 2006;

“Special Resolution” means a resolution passed by a majority of not less than 75% of votes by Members’ exercising their voting rights set out in Article 34.3 at either an Annual General Meeting or a General Meeting provided that the resolution is not a special resolution unless the notice of the relevant meeting included the text of the resolution and specifies the intention to propose a special resolution; and

“Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

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

COMMUNITY INTEREST COMPANY

2. The Company is to be a community interest company.

OBJECTS

3. **Objects**

The objects of the Company are to maintain and preserve the Gardens as an ornamental community garden for the use and enjoyment of the Members and Persons with Access Rights and, for this purpose, to regulate all matters incidental thereto (**“Objects”**).

MEMBERSHIP AND ACCESS

4. Membership criteria

- 4.1 The subscribers to the memorandum of association are the first Members of the Company.
- 4.2 Such other persons as are admitted to Membership in accordance with these Articles shall be Members of the Company.
- 4.3 Any Freeholders who agree to support the Objects and abide by these Articles and the Byelaws shall be eligible for Membership.

5. Admission to Membership

- 5.1 No person shall be admitted a Member of the Company unless they are approved by the Board of Directors.
- 5.2 Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form (and containing such information) as the Board of Directors require and executed by them.
- 5.3 Each Registration Form shall be submitted to the Secretary in writing by applicants wishing to become Members of the Company. The Board of Directors shall approve all applications for Membership subject to the applicant(s) meeting the membership criteria set forth in Article 4, submitting a completed Registration Form to the Secretary and paying the Administration Fee (if applicable) and the Annual Garden Subscription in respect of the period commencing with the proposed date of commencement of Membership.
- 5.4 Membership is not transferable to anyone else.
- 5.5 Membership is terminated if:
 - 5.5.1 the Member dies or ceases to exist; or
 - 5.5.2 otherwise in accordance with these Articles.
- 5.6 Members are under an obligation to inform the Company if they cease to meet the criteria for membership or if their contact details change.

6. Annual Garden Subscription

- 6.1 Each Member shall pay to the Company an Annual Garden Subscription which shall be used for the purpose of paying maintenance and other charges relating to the Gardens during each period from 1 April to 31 March each year or part thereof as the Company shall decide.
- 6.2 The Annual Garden Subscription to be levied on Members shall be calculated based on a set rate for each Frontage. The amount of the Annual Garden Subscription to be levied on Members' shall be determined by the Company at its sole discretion (including discretion to offer a discounted rate to social housing properties, up to a level of 20% of the total number of Frontages in Membership), provided that any decision to change the Annual Garden Subscription shall:
 - 6.2.1 require a resolution passed by a majority of not less than 75% of the Directors entitled to vote; and

6.2.2 involve an increase of no more than 20% in any given calendar year unless such increase is necessary to pay for an extra-ordinary cost incurred by the Company in that calendar year in which case this sub-paragraph (b) shall not apply.

7. Suspension of Membership

7.1 The Board shall be entitled to terminate the Membership of any Member who ceases to qualify as Member pursuant to these Articles.

7.2 The Board shall be entitled to suspend the voting rights and access rights of any Member who is in breach of the Articles, Byelaws or any resolution of the Company by virtue of non-payment of the Annual Garden Subscription or the Administration Fee and fails to remedy such breach within thirty (30) days of receiving notice of breach from the Company. Any suspension of a Member's voting rights and access rights pursuant to this Article shall continue until the breach is remedied and all such outstanding payments have been made in full.

7.3 The Board shall be entitled to suspend the voting rights and access rights of any Member who is in material breach of the Articles, Bye-laws or any resolution of the Company (other than a breach described in Article 7.2), by virtue of the Members behaviour and/or actions after giving such Member notice of the material breach. If such Member fails to remedy such material breach within thirty (30) days of receiving notice of the material breach, they shall be suspended for a period of three (3) months or in event of continuing breach thereafter for such longer period as the Board may in its reasonable discretion deem appropriate and notwithstanding such suspension the Member shall continue to be obliged to pay the Annual Garden Subscription during such period of suspension.

7.4 A Member receiving a notice of suspension under Articles 7.2 or 7.3 may appeal against the decision by giving seven (7) days' notice to the Company in Writing and until any such appeal is decided the suspension shall stand. Any appeal shall be made to the Board of Directors in the first instance but either side may require that the decision be appealed to the next General Meeting, whose decision shall be final.

7.5 The Board shall (in its sole discretion), in place of suspension of voting and/or access rights, substitute such lesser penalty as it may see fit, including but not limited to, a warning or reprimand.

7.6 The Board of Directors may at any time request upon reasonable notice that any Member to provide in a satisfactory manner proof that such Member remains eligible for Membership.

7.7 A Member who is for the time being suspended shall be entitled to attend an Annual General Meeting or General Meeting, but not to vote nor to speak except to the question of their own suspension or termination and that Member and that Member's Persons with Access Rights shall have no access rights during the period of suspension.

7.8 A Member may withdraw and revoke their Membership by giving seven (7) days' notice to the Company in Writing.

7.9 Any Member ceasing to be a Member shall not have any claim upon or interest in the funds of the Company but this Article shall be without prejudice to rights of the Company to claim any arrears of the Annual Garden Subscription, Administration Fees or other sums due from time to time from that Member to the Company in respect of any period prior to their ceasing to be a Member. For the avoidance of doubt, any Member seeking to rejoin and reinstate Membership at a later date shall be obliged to pay both the Annual Garden Subscription for the financial year in which they rejoin as well as an Administration Fee.

8. Liability of Members

- 8.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one (1) year after they cease to be a Member, for:
- 8.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
 - 8.1.2 payment of the costs, charges and expenses of winding up; and
 - 8.1.3 adjustment of the rights of the contributories among themselves.
9. **Access**
- 9.1 A Member shall be entitled to access and use the Gardens subject to the Byelaws, the terms set out in these Articles and any relevant resolution of the Company.
- 9.2 Subject to Articles 9.3 and 9.4, a Member may grant access rights to the Gardens to:
- 9.2.1 any persons or corporate bodies holding a share of the freehold of, or leasehold interest in, any Building or Buildings to which a Membership applies;
 - 9.2.2 members' of that Member's household; and
 - 9.2.3 all persons resident in the Building(s) to which their Membership applies;
- provided that the Member granting access to the Gardens ensures that the individuals to whom access is granted ("**Person(s) with Access Rights**") comply with these Articles and the Byelaws.
- 9.3 A Member who has provided access to a Person with Access Rights shall either pass on any communication from the Company about access and the use of the Gardens to such person in a timely manner (which, for the avoidance of doubt, shall be satisfied by posting copies of communications in applicable communal areas) or shall provide contact details for such Person with Access Rights (or a representative on their behalf) so that the Company may communicate with them direct.
- 9.4 Members shall not be entitled to grant access rights to the Gardens to guests of hotels or to short-term tenants who reside for periods of ninety (90) days or less in Buildings to which their Membership applies.
- 9.5 Members and Person(s) With Access Rights may apply to become a Keyholder by submitting a completed Keyholder Notification Form to the Secretary and paying a key deposit of an amount specified by the Company from time to time.
- 9.6 The Gardens will be kept locked at all times. Following the approval by the Company of the application by the Members and Person(s) with Access Rights' to become Keyholders, keys shall be provided by the Company to the Keyholder. Such keys shall remain the property of the Company and must be returned to the Secretary of the Company upon request.
- 9.7 Each Member shall be responsible for ensuring that keys to the Gardens are returned to the Secretary:
- 9.7.1 in the case of Members', immediately upon such person ceasing to be a Member (and in any event within seven (7) days of such person ceasing to be a Member); or
 - 9.7.2 in the case of Keyholders granted rights by that Member, immediately upon such Keyholder no longer being eligible to access and use the Gardens or retain a key (and in any event within seven (7) days of such person ceasing to be eligible to access and use the Gardens and/or retain a key).

- 9.8 If a key is lost, a substitute key will only be issued by the Company upon payment of such sum as the Company deems appropriate.
- 9.9 Each Member shall be responsible for ensuring that Person(s) with Access Rights granted by that Member comply with the Byelaws.
- 9.10 The Board of Directors shall be responsible for ensuring that access to the Gardens is being granted solely in accordance with these Articles.
- 9.11 Members and Person(s) with Access Rights wishing to invite external guests to visit and/or hold social functions in the Gardens may only do so provided such Members and Person(s) with Access Rights comply with the Byelaws and any reasonable conditions set by the Board of Directors from time to time with respect to such access. No more than ten (10) external guests may be invited and attend a social function in the Gardens by one or more Members or Person(s) with Access Rights unless otherwise agreed by the Board of Directors.
- 9.12 The Board of Directors may in accordance with these Articles grant access to part (but not all of) the Gardens to third parties for the holding of cultural or community events for the benefit of the community rather than commercial purposes on not more than four occasions in any calendar year (each occasion to be of no more than one day's duration) on such terms as they consider fit (which may involve the temporary suspension of access to part only but never the whole of the Gardens for the duration of the event) provided that they shall at all times take appropriate steps for the safeguarding of the Gardens and to prevent nuisance and annoyance to residents of the properties surrounding the Gardens.
- 9.13 Members' shall be entitled to inspect the list of Members and the minutes of meetings held by the Board of Directors upon prior written request addressed to the Secretary.
- 9.14 The Gardens shall be open for use and enjoyment by Members, Person(s) with Access Rights and other persons to whom access to the Gardens has been granted in accordance with these Articles during the hours of 7.00am and 10.00pm each day.
- 9.15 To the extent that, as at the date of the adoption of these Articles, access to the Gardens is permitted through any locked or unlocked door(s) from the Garden House, such right of access shall continue and shall not be obstructed following the adoption of these Articles and notwithstanding any provision of the Byelaws.
- 10. Termination or suspension of access**
- 10.1 The Company may terminate or suspend access rights granted to Person(s) with Access Rights on notice in Writing to the Person(s) with Access Rights where such persons fail to comply with the Byelaws despite such persons having been given thirty (30) days' notice in Writing requiring the Person(s) with Access Rights to comply with the same.
- 10.2 The Company may suspend access rights granted to Person(s) with Access Rights on notice in Writing to the Person(s) with Access Rights where the Member who Granted Access to that Person(s) with Access Rights has had their Membership suspended in accordance with Article 7.
- 10.3 In the event of any termination or suspension by the Company of access rights granted to Person(s) with Access Rights who is a Keyholder, the Member who granted access to such person shall be responsible for ensuring the removal of the Garden keys given to such Person(s) with Access Rights who is a Keyholder and the return of the same to the Secretary in accordance with Article 9.6.
- 11. Disposal of Gardens and Asset Lock**

- 11.1 The Company may not dispose of, sell, assign, lease, grant security over, grant or create any encumbrance over the Gardens or any part thereof.
- 11.2 Subject to Article 11.1, the Company shall not transfer any of its assets other than for full consideration, provided the conditions in Article 11.3 are satisfied, the restriction in this Article 11.2 shall not apply to:
- 11.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- 11.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an asset-locked body.
- 11.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum or Articles of the Company.
- 11.4 In this Article 11:
- 11.4.1 “asset-locked body” means:
- (i) a community interest company, charity or Scottish charity; or
- (ii) a body established outside the United Kingdom that is equivalent to any of those persons;
- 11.4.2 “community” is to be construed in accordance with section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004;
- 11.4.3 “charity” (except in the phrase “Scottish charity”) has the meaning given by section 96(1) of the Charities Act 1993(a);
- 11.4.4 “the Regulator” means the Regulator of Community Interest Companies;
- 11.4.5 “Scottish charity” has the meaning given by section 1(7) of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990(b);
- 11.4.6 “specified” means specified in the memorandum or articles of association of the company for the purposes of this paragraph; and
- 11.4.7 “transfer” includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or a right over, any property.
12. Development of Gardens
- 12.1 The Company shall not construct or permit the construction of any building, structure or other development above, within or beneath the Gardens or participate in any scheme or proposal which would result in the construction of any structure above, within or beneath the Gardens others than the works permitted in Article 12.2
- 12.2 The permitted works referred to in Article 12.1 are:
Replacing any existing structure within the garden like for like including the installation of new railings and replacement of the railings and gate surrounding the gardens, the installation of or resiting of new or replacement sheds in the garden required for the maintenance of the Gardens, the installation of sculptures or other works of art in the Gardens, the replacement and installation of seating in the gardens, the installation of equipment for irrigation or collection of water and any water installations, the installation of any services required in the gardens, any works required or the installation of any

equipment or structure required in order to comply with the law and general landscaping and gardening operations commensurate with the maintenance of the Gardens as a high quality ornamental garden.

13. **Life Membership**

The Company may by Special Resolution agree to grant life membership of the Gardens to any person who is not a Member but who used to be a Director and has been a resident of the Gardens for at least three years any person so appointed:

13.1.1 shall have all the rights of a Member set out in Article 9,

13.1.2 shall not be required to pay the membership fee set out in Article 6,

13.1.3 shall not enjoy voting rights or any other rights of Members (other than those granted in Article 9),

13.1.4 may have their life membership suspended or terminated at the discretion of the Company, and

13.1.5 may not transfer or assign the life membership to any other person.

Provided that there shall not at any time be more than 10 such life memberships in existence.

DIRECTORS' POWERS AND RESPONSIBILITIES

14. **Directors' general authority**

14.1 Subject to these Articles and any directions given by Ordinary Resolution, the Directors are responsible for ensuring compliance with the Objects and for the management of the Company's business in a manner consistent with the Objects, for which purpose they may exercise all the powers of the Company.

14.2 The Directors may from time to time make, vary or revoke the Byelaws for the regulation of the use of the Gardens and conduct of Members and Person(s) with Access Rights, provided that such Byelaws are not inconsistent with these Articles and are passed with at least 75% of the Directors entitled to vote.

14.3 The Board of Directors shall approve applications for Membership if such applications satisfy the agreed criteria for Membership described in these Articles.

14.4 All Byelaws shall be binding upon Members, Person(s) with Access Rights and any other persons obtaining access to the Gardens.

14.5 Any amendments to these Articles, the Byelaws or any new rules introduced by the Board of Directors shall apply to all Members, Persons with Access Rights and other personnel granted access to the Gardens and shall not be introduced where doing so would (i) unfairly discriminate against certain Members or Persons with Access Rights or personnel granted access to the Gardens, or (ii) grant rights in favour of Members, Persons with Access Rights or personnel granted access to the Gardens which are not available to all such persons. For clarity, the Articles and/or Byelaws shall not be amended in a way to introduce rules relating to Garden House which do not apply in relation to all Members, Persons with Access Rights and other personnel granted access to the Gardens.

15. **Members' reserve power**

- 15.1 Members' may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 15.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

DECISION-MAKING BY DIRECTORS

16. Directors to take decisions collectively

- 16.1 The Board of Directors shall consist of not less than five (5) and not more than nine (9) Directors and shall comprise the Chair, Secretary and Treasurer, who shall be appointed by the Board of Directors together with such other Directors(s) as are elected at either an Annual General Meeting or a General Meeting. PROVIDED THAT Garden House shall be entitled to have one permanent Director on the Board of Directors (nominated by the freeholder of Garden House) while it remains under one (1) title in common ownership and provided that the said freeholder of Garden House shall at the reasonable request of the Board of Directors nominate by way of substitution a different director for the then nominated director if such substitution is reasonably required by the Board of Directors while it remains under one (1) title in common ownership.
- 16.2 Unless otherwise specified herein, any resolution of the Directors shall require an Ordinary Board Resolution to give effect to that resolution.
- 16.3 A meeting of the Board of Directors, to be called by the Secretary, shall be held at least four (4) times a year. Additional meetings may also be held if requested by the Secretary, Chair or any two (2) Directors. At least four (4) days' notice in Writing of such meetings (which shall contain the proposed date and time of the meetings, where the meeting is to take place shall be given to the Directors unless all existing Directors' waive such notice.

17. Quorum for Directors' meetings

- 17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five (5).
- 17.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a General Meeting so as to enable the Members to appoint further Directors or to amend these Articles.

18. Participation in Directors' meetings

- 18.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - 18.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 18.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 18.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19. **Chairing of Directors' meetings**

- 19.1 The Directors may appoint a Director to chair their meetings. The person so appointed for the time being is known as the Chair.
- 19.2 The Directors may terminate the Chair's appointment at any time.
- 19.3 If the Chair is not participating in a Directors' meeting within twenty (20) minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.

20. **Decisions by majority vote**

- 20.1 Unless otherwise specified herein, proposals arising at a meeting shall be decided by a majority of votes.
- 20.2 If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote.
- 20.3 The casting vote described directly above does not apply if, in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 20.4 A Director who is also an alternate Director shall be entitled in the absence of their appointer to a separate vote on behalf of their appointer in addition to their own vote.
- 20.5 Except as provided by Articles 20.1, 20.2 and 20.4 in all proceedings of Directors each Director must not have more than one vote.
- 20.6 Decisions shall take the form of a resolution in Writing, copies of which have been signed by either the Chair and the Secretary or the Chair and a Director.
- 20.7 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 20.8 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

21. **Conflicts of interest**

- 21.1 Subject to Article 21.2 below, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 21.2 A Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes when:
- (a) the Board of Directors dis-applies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process; or
 - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 21.3 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 21.4 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question shall

be decided by a majority decision of the Directors at that meeting in which case the relevant Director shall not be counted as participating in the meeting (or that part of the meeting) for voting or for quorum purposes. Any ruling made under this Article in relation to a Director or Directors shall be final and conclusive.

22. Records to be kept

- 22.1 The Secretary shall keep minutes of each meeting of the Board of Directors which shall be discussed and confirmed at the next board meeting.
- 22.2 The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

23. Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Members and Person(s) with Access Rights.

APPOINTMENT OF DIRECTORS

24. Eligibility for appointment as Director

- 24.1 Only Members, their authorised representatives (where such Member is a corporate body), or Persons with Access Rights may be appointed as Directors of the Company provided that:
- 24.1.1 in the case of authorised representatives of a Member that is a corporate body, the relevant Member has given their permission for such person to stand for election to the Board of Directors;
- 24.1.2 in the case of a Person with Access Rights, the Member who grants access to Person with Access Rights pursuant to Article 9.2 has given their permission for such Persons with Access Rights to stand for election to the Board of Directors;
- 24.1.3 no more than two (2) persons representing any one (1) Member shall be entitled to sit on the Board of Directors at any given time save that only one (1) Director nominated by Garden House shall be entitled to sit on the Board of Directors at any given time;
- 24.1.4 no more than one (1) person who does not reside in the Buildings other than the Director nominated by Garden House under Article 16.1 above may be elected to or may sit on the Board of Directors at any given time; and
- 24.1.5 no conflict of interest exists in respect of any Director or proposed Director with the Objects of the Company.
- 24.2 Without limitation to Article 24.1, no powers to appoint Directors of the Company may be given to persons who are not Members of the Company which immediately after their exercise could result in the majority of the Directors of the Company having been appointed by persons who are not Members of the Company.
- 24.3 No powers to remove Directors of the Company may be given to persons who are not Members of the Company which immediately after their exercise could result in either:
- (a) the majority of the remaining Directors of the Company having been appointed by persons who are not members of the Company; or

- (b) the number of Directors removed during the current financial year of the Company by persons who are not Members of the company exceeding the number of the remaining Directors of the Company,

However, Articles 23.2 and 23.3 shall not prevent a Director from appointing, or subsequently removing, an alternate Director, if permitted to do so by these Articles. In this paragraph, “financial year” has the meaning given in section 223 of the Companies Act 1985(a).

- 24.4 Candidates for election as Director must be proposed and seconded by Members or their authorised representatives (where such Member is a corporate body) and names of candidates must be submitted to the Secretary at least seventy two (72) hours before the commencement of the relevant Annual General Meeting or General Meeting at which the appointment is to be considered.
- 24.5 Candidates for election shall state their profession and reasons for standing for election and must be prepared to answer any questions Members or Directors consider relevant to their nomination.
- 24.6 Any Member who has an objection to a person being elected as a Director shall make such objection known at the time that the person’s nomination is voted upon at any Annual General Meeting or General Meeting in order that the Members may determine whether that person is fit for election to the Board of Directors.

25. Methods of appointing Directors

- 25.1 Subject to the person being permitted to act as a Director in accordance with Article 24 and being permitted to do so by law, any person who is willing to act as a Director may be appointed as a Director by Ordinary Resolution.
- 25.2 In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director.

26. Termination of Director’s appointment

- 26.1 Save as provided in Article 26.2 the appointment of a person as a Director shall be for a period of two years and at the expiry of that period that person shall cease to be a Director but may stand for re-election at the following Annual General Meeting of the Company.
- 26.2 Article 26.1 shall not apply in respect of:
 - 26.2.1 The Director appointed in respect of Garden House, and
 - 26.2.2 One half (rounded down) of the Directors appointed at the first Annual General Meeting of the Company (to be agreed between all directors appointed at the meeting) who shall instead be appointed for only one year but may stand for re-election at the following Annual General Meeting of the Company
- 26.3 A person ceases to be a Director as soon as:
 - 26.3.1 the Board is notified or becomes aware that such person ceases to meet the eligibility criteria for being a Director as set out in Article 24.1;
 - 26.3.2 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - 26.3.3 a Bankruptcy order is made against that person;
 - 26.3.4 a composition is made with that person’s creditors generally in satisfaction of that person’s debts;

- 26.3.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three (3) months;
 - 26.3.6 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 26.3.7 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 26.3.8 that person has been absent without permission of the Board of Directors for more than six (6) consecutive months and the Directors resolve that such person's office shall be vacated.
- 26.4 A person's appointment as a Director may be terminated upon the passing of a Special Resolution terminating such appointment.

27. Directors' remuneration

- 27.1 Save as set out in Article 28, Directors are not entitled to remuneration:
- 27.1.1 for their services to the Company as Directors, or
 - 27.1.2 for any other service which they undertake for the Company.

28. Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company, provided that all such expenses shall require the signature of two Directors who are authorised signatories of the Company.

ORGANISATION OF ANNUAL GENERAL MEETINGS

29. Attendance and speaking at Annual General Meetings

- 29.1 The Annual General Meeting shall be held once every calendar year on a date during November or such other date as may be specified by the Secretary for the purpose of:
- 29.1.1 electing or re-electing Members, their authorised representatives (where such Member is a corporate body), or Persons with Access Rights to serve as Directors;
 - 29.1.2 considering the audited accounts and the reports of the Directors and auditors;
 - 29.1.3 changing the Articles (including the Membership criteria); and
 - 29.1.4 conducting any other business set out in the notice of an Annual General Meeting.
- 29.2 Existing Directors wishing to remain as Directors of the Company shall submit themselves for re-election at each Annual General Meeting in accordance with the requirements set out in Article 24, provided that until such time as a Director is replaced at an Annual General Meeting or a General Meeting or ceases to be a Director in accordance with Article 26, they shall remain as a Director of the Company.
- 29.3 Save as set out in Article 24.4, any Members or their duly authorised representatives wishing to raise any matter at the Annual General Meeting shall supply the Secretary with details of any matters they wish to raise at least four (4) weeks prior to the Annual General Meeting. The Secretary shall include such matters in the notice of the Annual General Meeting if they are supported by a request from at

least seven (7) Members or their duly authorised representatives and the Secretary may at the discretion of the Board of Directors include any such matters not so supported by a request involving such numbers.

- 29.4 The Secretary shall give twenty (21) days' notice in Writing of the Annual General Meeting all Members and Directors specifying the time and place of the meeting and the business to be transacted at the Annual General Meeting.
- 29.5 All Members or their duly authorised representatives, Directors and persons nominated for election as Directors are entitled to attend and speak at the Annual General Meeting.
- 29.6 Only Members or their duly authorised representatives shall be entitled to vote at Annual General Meetings.
- 29.7 The Directors may make whatever arrangements they consider appropriate to enable those attending an Annual General Meeting to exercise their rights to speak or vote at it.
- 29.8 The Chair of the meeting may permit other persons who are not Members of the Company to attend and speak at the Annual General Meeting.

30. **Alternate Directors**

- 30.1 A director (the "appointor") may appoint by notice in writing given to the Company an alternate director to:
 - 30.1.1 exercise that director's powers, and
 - 30.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors in the absence of the alternate's appointor
- 30.2 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.
- 30.3 Except as the articles specify otherwise, alternate directors—
 - 30.3.1 are deemed for all purposes to be directors;
 - 30.3.2 are liable for their own acts and omissions;
 - 30.3.3 are subject to the same restrictions as their appointors; and
 - 30.3.4 are not deemed to be agents of or for their appointors.
- 30.4 An alternate director's appointment as an alternate terminates—
 - 30.4.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
 - 30.4.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
 - 30.4.3 on the death of the alternate's appointor; or
 - 30.4.4 when the alternate's appointor's appointment as a director terminates.

31. **Quorum for Annual General Meetings**

- 31.1 A quorum for an Annual General Meeting shall be seven (7) Members or their duly authorised representatives.
- 31.2 No business other than the appointment of the Chair of the meeting is to be transacted at an Annual General Meeting if the persons attending it do not constitute a quorum.

32. **Chairing Annual General Meetings**

- 32.1 If the Directors have appointed a Chair, the Chair shall chair Annual General Meetings if present and willing to do so.
- 32.2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within thirty (30) minutes of the time at which a meeting was due to start:
- 32.2.1 the Directors present, or
- 32.2.2 (if no Directors are present), the meeting,
- must appoint a Director or Member to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.
- 32.3 The person chairing a meeting in accordance with this Article is referred to as “the Chair of the meeting”.

33. **Adjournment**

- 33.1 If the persons attending an Annual General Meeting within thirty (30) minutes of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it.
- 33.2 The Chair of the meeting may adjourn the Annual General Meeting at which a quorum is present if:
- 33.2.1 the meeting consents to an adjournment, or
- 33.2.2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 33.3 The Chair of the meeting must adjourn an Annual General Meeting if directed to do so by the meeting.
- 33.4 When adjourning an Annual General Meeting, the Chair of the meeting must:
- 33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
- 33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 33.5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- 33.5.1 to the same persons to whom notice of the Company's Annual General Meetings is required to be given, and
- 33.5.2 containing the same information which such notice is required to contain.
- 33.6 No business may be transacted at an adjourned an Annual General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT ANNUAL GENERAL MEETINGS

34. Voting: general

- 34.1 A person who is not a Member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the company's debentures.
- 34.2 A resolution put to the vote of an Annual General Meeting shall be decided on the count of voting cards.
- 34.3 Each Member or a proxy appointed on behalf of each Member in accordance with Article 37 shall be entitled to exercise the number of votes based on the number of Frontage properties forming part of the Building(s) to which such Membership relates as set out in Appendix B. For example, if three (3) Frontage properties form part of the Building(s) to which a Membership relates, the applicable Member shall be entitled to exercise three (3) votes.
- 34.4 If the number of votes for and against a proposal is equal, the Chair or other person chairing the meeting has a casting vote. The Chair's decision as to the result of the voting on any question shall be final and an entry in the minute book signed by the Chair of the meeting within twenty-eight (28) days of the holding of the meeting shall be conclusive of the terms of any resolution and of its having been passed.
- 34.5 A resolution put to the vote of an Annual General Meeting shall require an Ordinary Resolution to give effect to that resolution save as set out in Article 45 below.

35. Errors and disputes

- 35.1 No objection may be raised to the qualification of any person voting at an Annual General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 35.2 Any such objection must be referred to the Chair of the meeting whose decision is final.

36. Poll votes

- 36.1 A poll on a resolution may be demanded:
 - 36.1.1 in advance of the Annual General Meeting where it is to be put to the vote, or
 - 36.1.2 at the Annual General Meeting, either before the count of voting cards, on that resolution or immediately after the result of the count of voting cards on that resolution is declared.
- 36.2 A poll may be demanded by:
 - 36.2.1 the Chair of the meeting;

- 36.2.2 the Directors;
 - 36.2.3 two or more persons having the right to vote on the resolution; or
 - 36.2.4 a person or persons representing not less than twenty (20) percent of the total voting rights of all the Members having the right to vote on the resolution.
- 36.3 A demand for a poll may be withdrawn if:
- 36.3.1 the poll has not yet been taken, and
 - 36.3.2 the Chair of the meeting consents to the withdrawal.
- 36.4 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

37. **Content of Proxy Notices**

- 37.1 Proxies may only validly be appointed by a notice in Writing (a “**Proxy Notice**”) which:
- 37.1.1 states the name and address of the Member appointing the proxy;
 - 37.1.2 identifies the person appointed to be that Member’s proxy and the Annual General Meeting in relation to which that person is appointed;
 - 37.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 37.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the Annual General Meeting to which they relate.
- 37.2 Proxy Notices are to be delivered forty-eight (48) hours before the commencement of the Annual General Meeting in a particular form to be specified by the Board of Directors.
- 37.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 37.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 37.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 37.4.2 appointing that person as a proxy in relation to any adjournment of the Annual General Meeting to which it relates as well as the meeting itself.

38. **Delivery of Proxy Notices**

- 38.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at an Annual 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.
- 38.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 38.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

38.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

39. **Amendments to resolutions**

39.1 An Ordinary Resolution to be proposed at an Annual General Meeting may be amended by Ordinary Resolution if:

39.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the Annual General Meeting at which it is to be proposed not less than forty-eight (48) hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and

39.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.

39.2 A Special Resolution to be proposed at an Annual General Meeting may be amended by Ordinary Resolution, if:

39.2.1 the Chair of the meeting proposes the amendment at the Annual General Meeting at which the resolution is to be proposed, and

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

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

40. **General Meetings**

40.1 A General Meeting may be called at any time by the Secretary or any of the Directors upon giving at least twenty-one (21) days' notice in Writing to each Member.

40.2 The Board of Directors must if so requested in Writing by at least one (1) third of the Members at the relevant time call a General Meeting within twenty-one (21) days of receipt of the request. If they do not, the said Members may call a meeting by giving twenty-one (21) days' notice in Writing of such meeting to the other Members.

40.3 No business other than that specified in the notice shall be transacted at the General Meeting. All Members' or any persons duly authorised to represent Members' are entitled to attend General Meetings.

40.4 The rules applicable to Annual General Meetings set out in Articles 29 to 40 above shall apply in respect of any General Meeting with the exception of Articles 29.1 and 29.2, which shall not apply.

ADMINISTRATIVE ARRANGEMENTS

41. **Means of communication to be used**

41.1 All notices issued under these Articles shall be sent by post, email, or delivered by hand addressed to the Member or their authorised representative at their address at Kensington Gardens Square or such other address as the Member or their authorised representative has provided to the Secretary.

41.2 Notices shall be deemed to have been received upon the posting of the letter if delivered by post, upon delivery to an address if delivered by hand or upon sending if sent by email. An accidental

omission to deliver notice to any Member or Person(s) with Access Rights shall not invalidate such notice or the meeting or other matters to which it refers.

41.3 Where a Member or their authorised representative advises the Secretary that they have not received a notice, the Secretary shall provide such Member with a copy of such notice upon written request.

42. **No right to inspect accounts**

42.1 Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting records merely by virtue of being a Member.

DIRECTORS' INDEMNITY AND INSURANCE

43. **Indemnity**

43.1 Subject to Article 43.2, a relevant Director of the Company may be indemnified out of the Company's assets against:

43.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company; or

43.1.2 any other liability incurred by that Director as an officer of the Company.

43.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

44. **Insurance**

44.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

44.2 In this Article:

44.2.1 a "relevant Director" means any Director or former Director of the Company; and

44.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company.

CHANGES TO ARTICLES AND DISSOLUTION

45. **Changes to Articles**

These Articles may only be amended by a Special Resolution save in the case of a change to Articles 1, 2, 3- 6, 16 – 23, 34 and this Article 45 where a unanimous vote of all Members is required for the purpose of amending such Articles. No changes to Article 11 shall be permitted in any circumstances.

Appendix A

Part 1

Registration Form

Application for Membership of Kensington Gardens Square Garden C.I.C (the “Company”)

1. Name:

[Insert]

2. Address:

[Insert]

3. Contact Telephone Number:

[Insert]

4. Email address:

[Insert]

5. Details of Freehold of building forming part of Kensington Gardens Square, London, W2 in relation to which the Membership application is being submitted.

[Insert]

[I/name of company] undertake to abide by the Articles of Association of the Company, the Garden Byelaws and to pay the Annual Subscription Fees and Administration Fees levied by the Company in respect of [my/insert company name's] Membership from time to time. I further undertake to ensure that those to whom access to the Gardens is granted by [me/Insert name of company] comply with the Articles of the Company and the Garden Byelaws.

Signed by [Insert name of applicant][on behalf of [Insert name of company]]

Name:

Date:

Title:

Part 2

Person(s) with Access Application Form

Application for Access Rights to Kensington Garden Square Gardens

1. Name:

[Insert]

2. Address:

[Insert]

3. Contact Telephone Number:

[Insert]

4. Email address:

[Insert]

5. Details of Member granting Access Rights.

[Insert]

[I/name of company] undertake to abide by the Articles of Association of the Company and the Garden Byelaws at all times.

Signed by **[Insert name of applicant][on behalf of [Insert name of company]]**

Name:

Date:

Title:

Appendix B
Buildings and Frontages

Building(s)	Number of Frontages in respect of each Building
1 - 8	8
9	1
10 – 14, 54 - 55	7
22 - 23	2
24 - 25	2
26	1
27 - 28	2
29	1
30 - 31	2
32 - 33	2
34	1
35	2
36 - 37	1
38	1
39	1
40	1
41	1
42	1
43 - 45	3
46 - 47	2
48	1
56 - 57	2
58 - 59	2
60 - 61	2
62 Square Block	2
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72 - 74	3
75 - 77	3
78 - 82	5
83	1
84	1
85	1
86 - 92	7